

**Ordinance** 2017-1059

AN ORDINANCE OF THE SHELBYVILLE CITY COUNCIL TO APPROVE THE GLOBAL MANOR PLANNED UNIT DEVELOPMENT REGULATING PATTERN BOOK AND CONCEPT PLAN AS RECOMMENDED BY THE SHELBYVILLE MUNICIPAL PLANNING COMMISSION, AND REPEAL ANY ORDINANCE OR PART OF AN ORDINANCE IN CONFLICT HERewith.

WHEREAS, Planned Unit Development (PUD) district zoning is a unique zoning category that allows flexibility beyond conventional zoning and subdivision regulations; and

WHEREAS, PUD district zoning is intended to produce development that achieves superior community benefits and values than that which can be achieved under conventional zoning; and

WHEREAS, the Shelbyville City Council approved PUD designation for the subject property in August 10, 2017, which is located within the authority of the Municipal Zoning Ordinance, is owned by Global Homes, Inc., and is more particularly identified as Tax Map 069, Parcel 025.01 and Tax Map 069, Parcel 25.02 (36.77 +/- acres) and

WHEREAS, the Regulating Pattern Book is a critical competent of the Planned Unit Development approval process, as explained in Article 5, Section 5.8, *Planned Unit Developments*, of the Municipal Zoning Ordinance; and

WHEREAS, the Regulating Pattern Book for the Global Manor PUD shall serve as the official and specific governing Land Use document for the Project, its successors, and assigns; and

WHEREAS, the approval of such Pattern Book, does not, in any way, indicate or imply approval by the City of Shelbyville of site plans or specific thereof; and

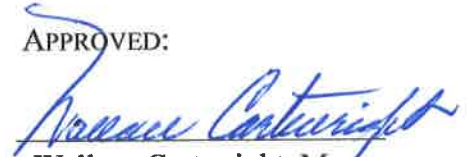
WHEREAS, the applicant is requesting from the Municipal Planning Commission a positive recommendation for the adoption of the Regulating Pattern Book submitted for review, the contents of which would govern the future development of the property; and

WHEREAS, after final approval of the Regulating Pattern Book by the City Council, the applicant shall submit technical documents to the City for technical evaluation and review, with ultimate approval authority lying the Shelbyville Municipal Planning Commission; and


WHEREAS, the Planning Commission positively recommended the Global Manor Pattern Book during their regular meeting of September 28, 2017;

**NOW, THEREFORE, MAY IT BE ORDAINED** that the Global Manor PUD Pattern Book be approved, effective immediately upon passage.

APPROVED:

  
Wallace Cartwright, Mayor

APPROVED AS TO FORM:

  
Ginger B. Shofner, City Attorney

ATTESTED:

  
Anna Mai, City Recorder

First Reading	10/12/17
Public Hearing	11/9/17
Second & Final Reading	11/9/17
Effective Date	11/24/17

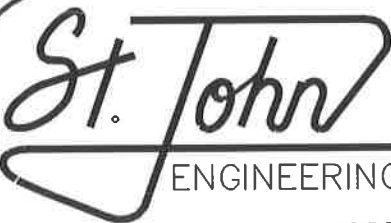
PATTERN BOOK  
FOR  
GLOBAL MANOR PUD  
(Planned Unit Development)

SHELBYVILLE, TENNESSEE

August 14, 2017

PROJECT 587-04

PREPARED BY:



ENGINEERING, LLC

ENGINEERING • PLANNING • ENVIRONMENTAL CONSULTING

923 JACKSON STREET, MANCHESTER, TN 37355  
PHONE: (931) 728-2638 FAX: (931) 728-6357

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## PROJECT DETAILS

Tax Map 069; Parcel 025.01 – 5.48 AC  
(Per County Tax Card)

Deed Book 329 – Page 006

Owner: John Stefanski  
Global Homes, Inc.  
109 West College Street  
Murfreesboro, TN 37130

Tax Map 069; Parcel 025.02 – 31.5 AC  
(Per County Tax Card)

Deed Book 318 – Page 300

Owner: Chanthala Freeman, et vir Jason Freeman  
697 Whitaker Road  
Shelbyville, TN 37160  
(Under Contract with Global Homes, Inc.)

Applicant: John Stefanski  
Global Homes, Inc.  
109 West College Street  
Murfreesboro, TN 37130  
(931) 580-8480

Engineer: St. John Engineering  
923 Jackson Street  
Manchester, TN 37355  
(931) 728-2638

Permitted Uses: Residential:  
Single Family Detached (Lots 1 – 185)

1. Minimum lot area  
Proposed for single family 5,000 sf
2. Minimum area per family  
Proposed for single family 5,000 sf
3. Minimum lot width at building setback  
Proposed for single family 50'
4. Minimum front setbacks  
Proposed for single family 20'

5. Minimum rear setbacks  
Proposed for single family 10'
6. Minimum side setbacks  
Proposed for single family 5'  
Proposed for corner lots for single family 5'
7. Minimum street frontage  
Proposed for single family 36.52'
8. Maximum lot coverage  
Proposed single family 37.1%

Proposed exterior building materials:

- Siding – Stone, approved cultured stone, brick, concrete board, vinyl siding and shake, fiber cement siding and shake, vinyl soffits, metal fascia (Per attached plan)
- Roofing – Architectural shingles (Per attached plan)
- Porches – Concrete (Per attached plan)
- Decks – Pressure-treated wood (Per attached plan)
- Landscaping – Hardwood mulch, plantings

Residential Building Unit Summary:

Lot unit sizes range from 5,000 – 11,510.55 sq ft

Lot density assessment:

Total site area = 1,602,058.32 sq ft  
Proposed = 185 lots  
Density = 1,602,058.32 sf/185 lots: 8,660 sf/lot average  
5.0 units per acre

Single Family (Lots 1-185)	24.99 AC	67.95%
Open Space - Detention	2.075 AC	5.64%
Open Space - Usable	2.08 AC	5.65%
Right-of-Way	7.633 AC	20.75%
<b>Total Surveyed Acreage</b>	<b>36.778 AC</b>	<b>100%</b>

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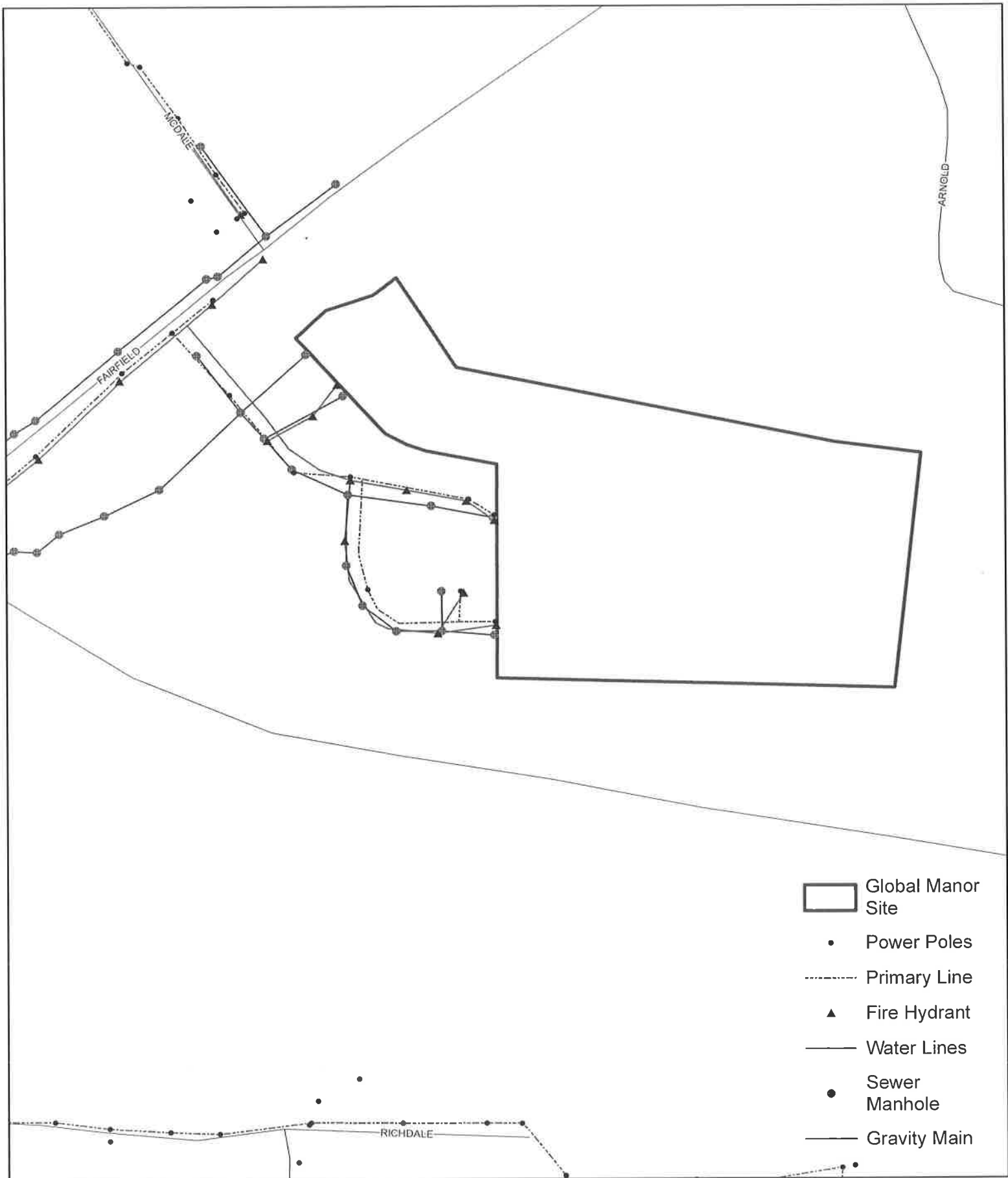
## TIMELINE FOR APPROVAL

August 1, 2017

PUD Step 1 – Preliminary Concept Meeting.....	June 8, 2017
PUD Step 2 – Pre-Application Conference/Pre-Planning Meeting .....	August 3, 2017
PUD Step 3 – Neighborhood Meeting .....	July 10, 2017
PUD Step 4 – PUD Application/ Pattern Book .....	August 1, 2017
PUD Step 5 – PC Review and Recommendation .....	August 24, 2017
PUD Step 6 – City Council Review/Approval .....	Sept. – Oct. 2017
PUD Step 7 – Preliminary Plat Approval .....	November 16, 2017
Construction Plan Approval.....	January 25, 2018
TDEC NOC and Water/Sewer Permits/Approvals .....	February 28, 2018
Start of Subdivision Construction.....	March 1, 2018

## MISCELLANEOUS MAPS

- Utilities Map
- Topo Map
- Soils Map
- Hydro Map
- Zoning Map
- Aerial Map

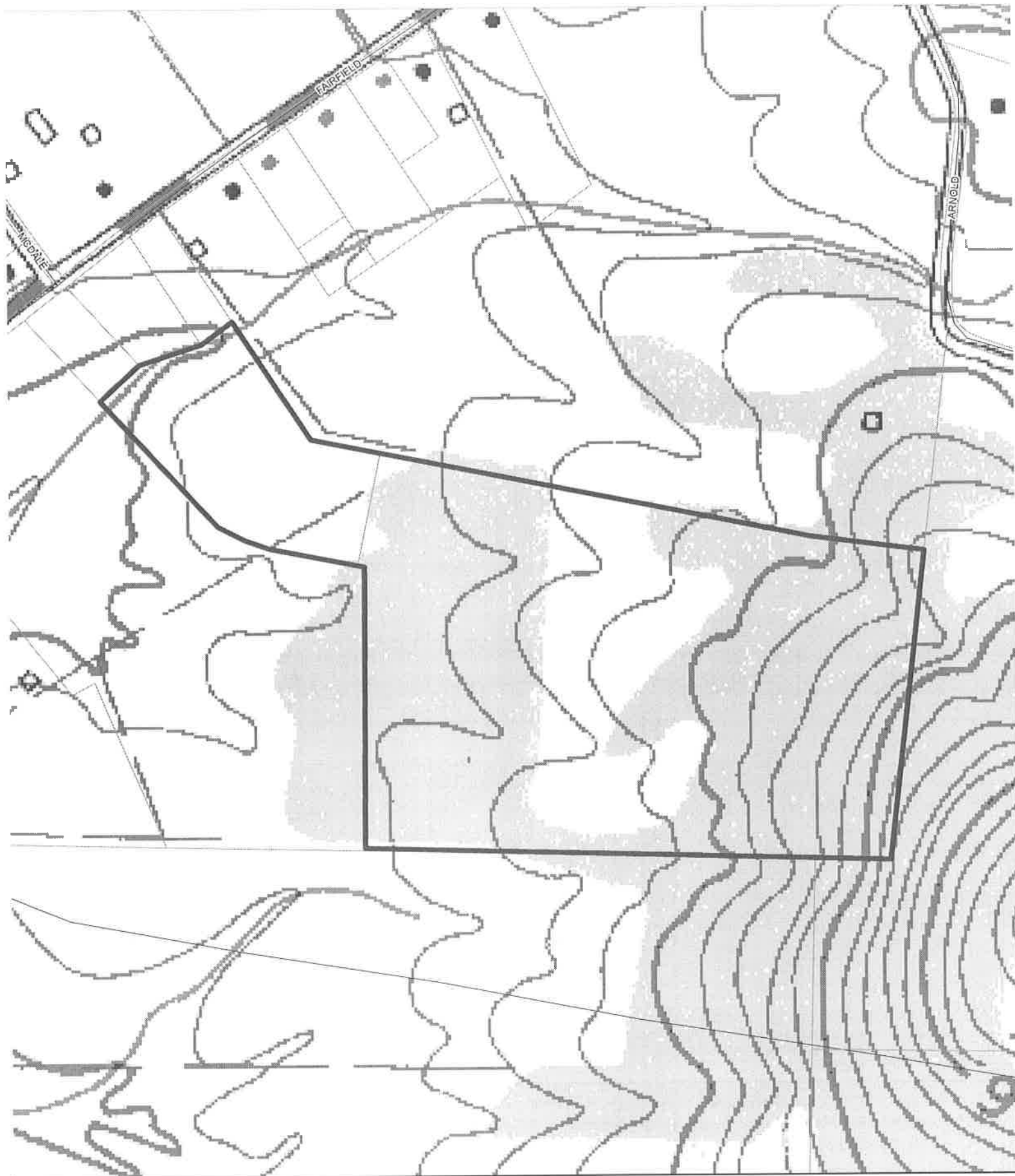


Global Manor PUD - Utilities  
SJE No. 587-04



0 162.5 325 650 975 1,300 Feet





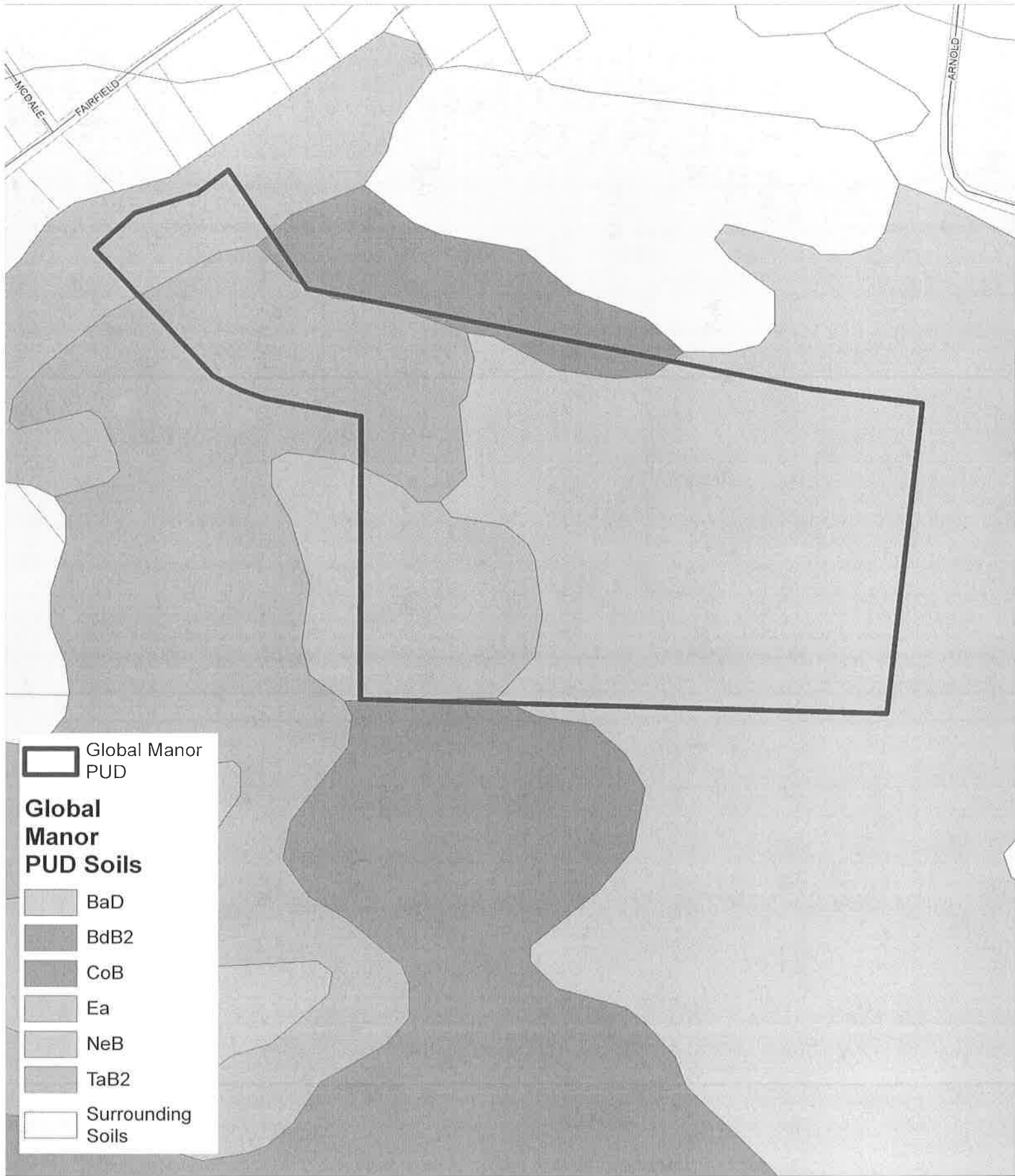
Global Manor PUD - TOPO  
SJE No. 587-04

 Global Manor  
PUD

0 175 350 700 1,050 1,400  
Feet



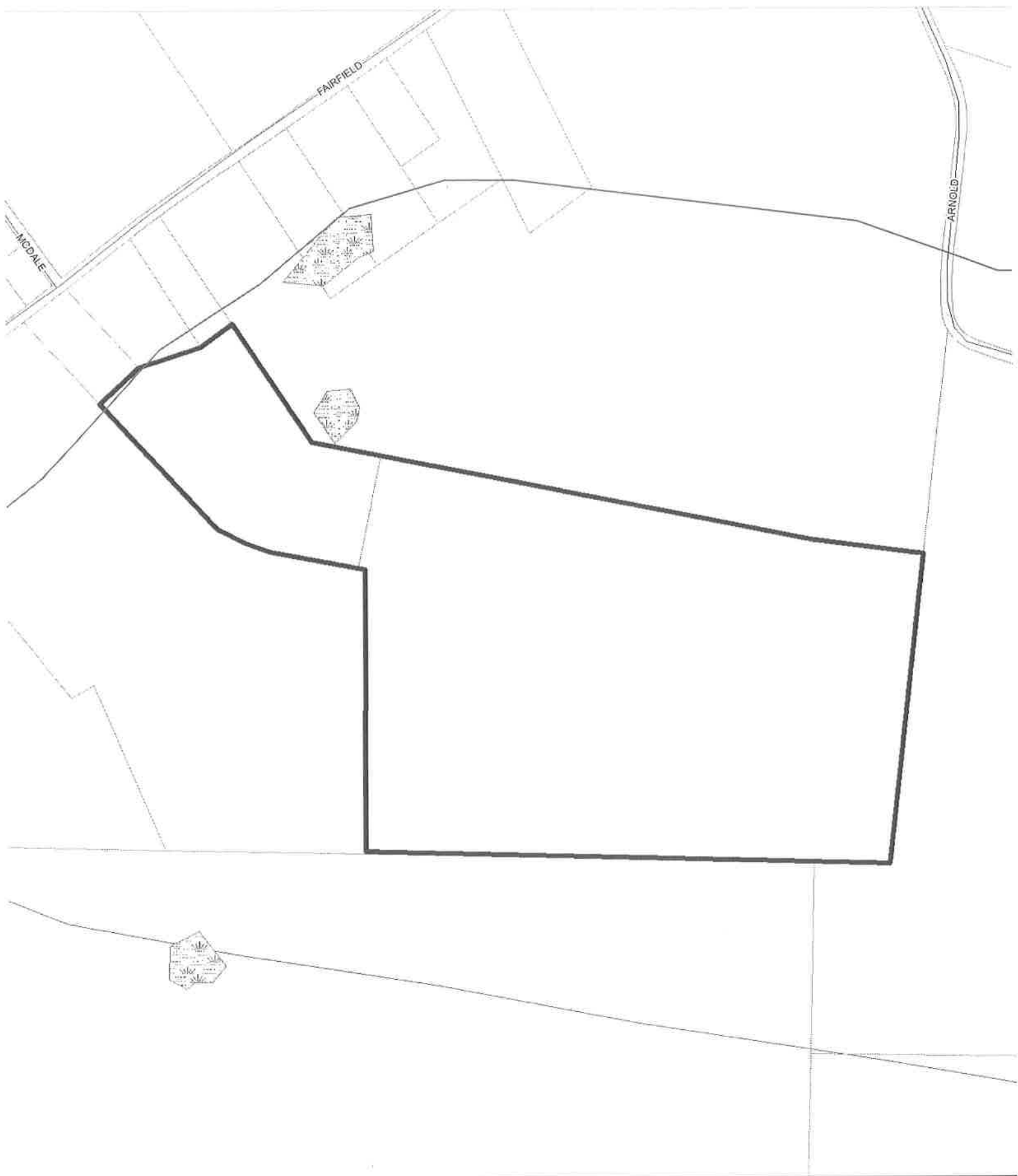
*St. John* ENGINEERING, LLC  
ENGINEERING • PLANNING •  
ENVIRONMENTAL CONSULTING  
1000 N. 10TH AVE. SUITE 200  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.STJOHNENGINEERING.COM



Global Manor PUD - Soils  
SJE No. 587-04



0 175 350 700 1,050 1,400 Feet



Global Manor  
PUD



Wetlands



Streams

## Global Manor PUD - Hydro SJE No. 587-04

0 175 350 700 1,050 1,400  
Feet







Global Manor PUD - Aerial - 2016  
SJE No. 587-04

 Global Manor  
PUD

0 175 350 700 1,050 1,400  
Feet



FLOOR PLANS  
SINGLE FAMILY



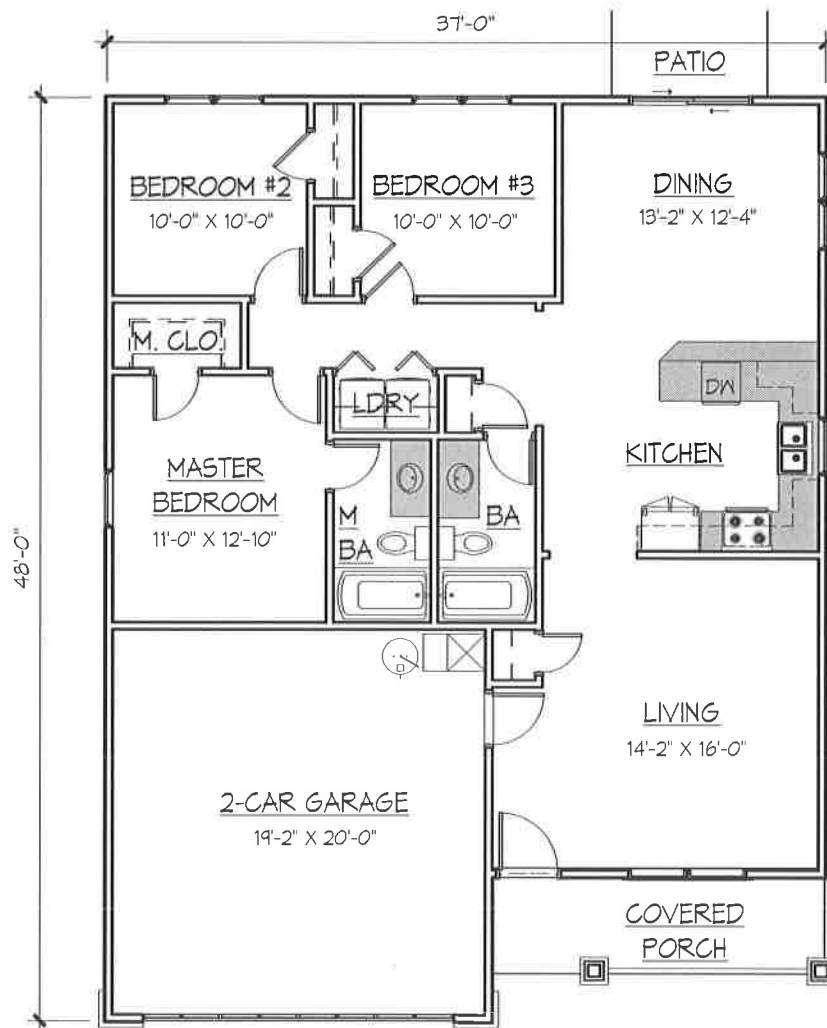
# GLOBAL HOMES, INC.



ELEVATION

## PLAN DETAILS

1ST FLOOR:	1246 SQ. FT.
GARAGE:	398 SQ. FT.
PORCH:	87 SQ. FT.
PATIO:	64 SQ. FT.

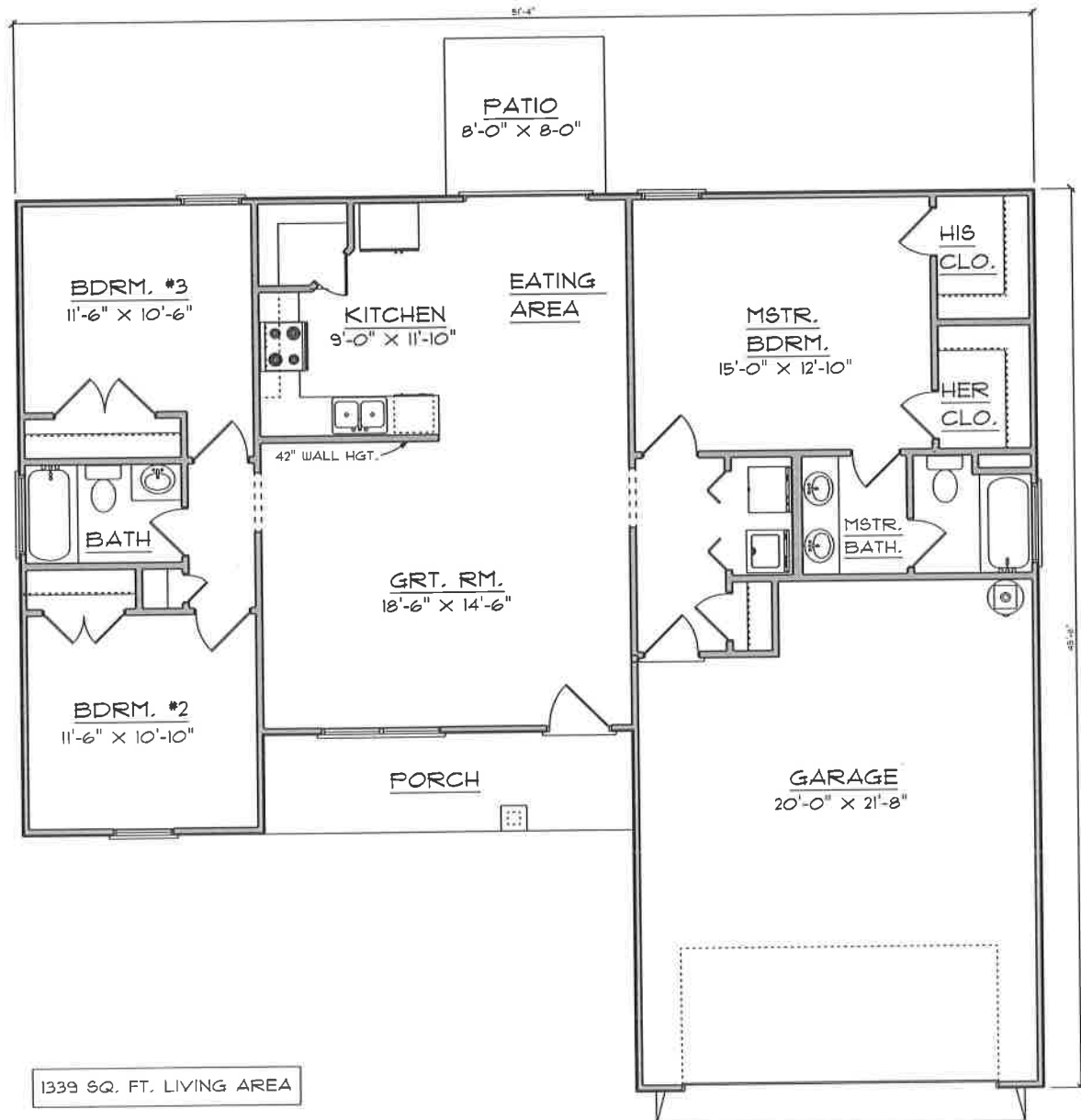


FLOOR PLAN



# "THE ANNA II RT."

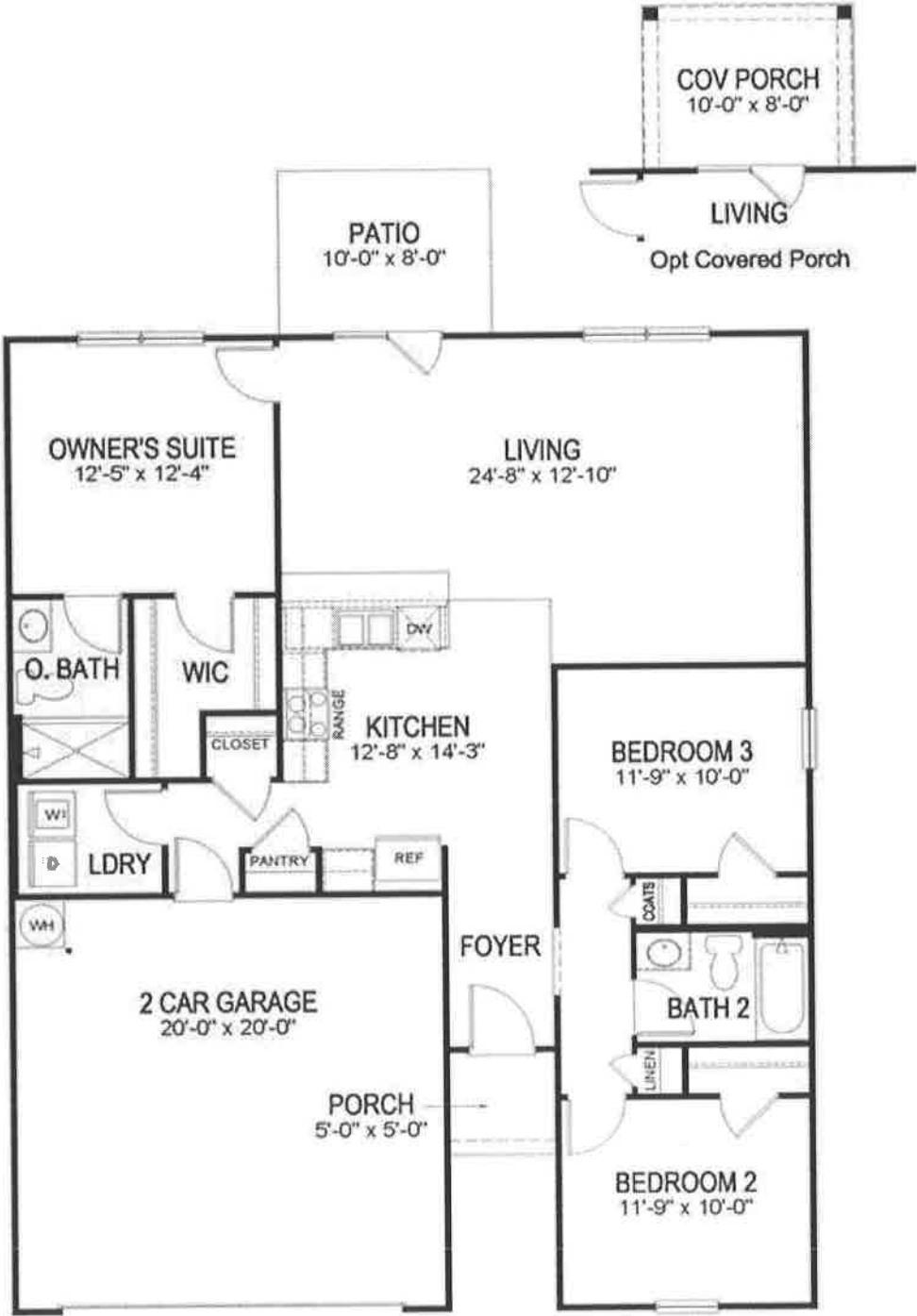
w/ FRONT ENTRY GARAGE



1339 SQ. FT. LIVING AREA



PLAN M 38 X 48 1340 SQ FT OF LIVING SPACE



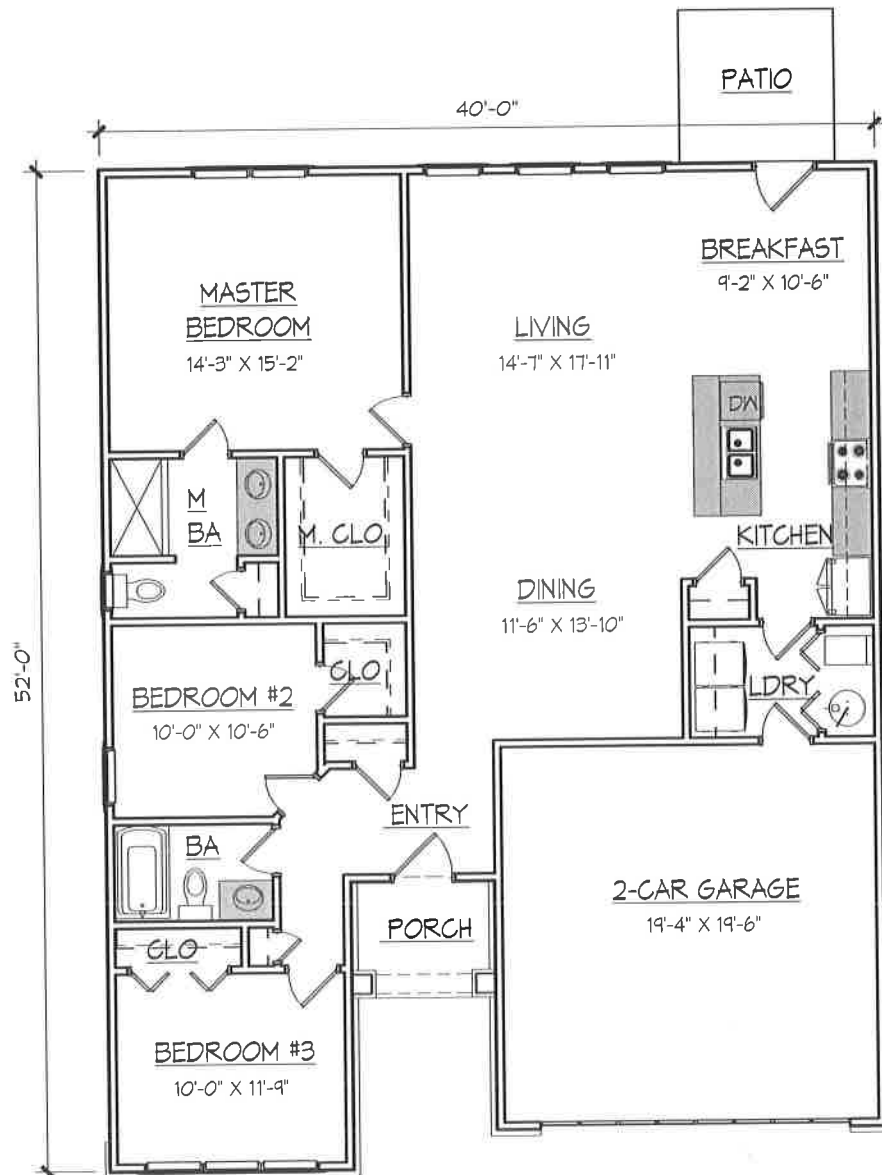
# GLOBAL HOMES, INC.



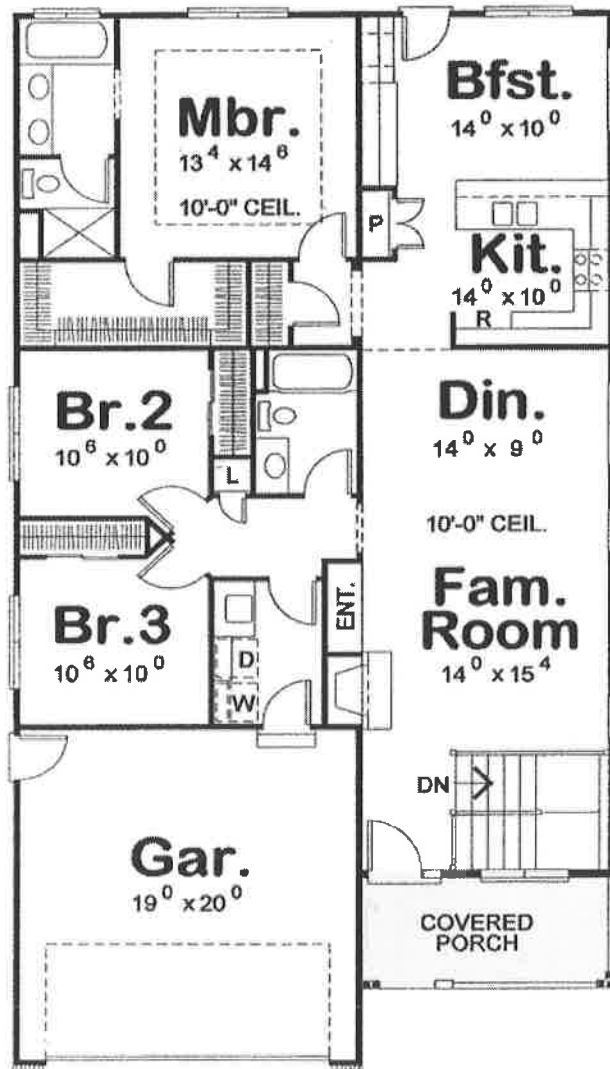
ELEVATION

## PLAN DETAILS

1ST FLOOR:	1532 SQ. FT.
GARAGE:	396 SQ. FT.
PORCH:	46 SQ. FT.
PATIO:	64 SQ. FT.

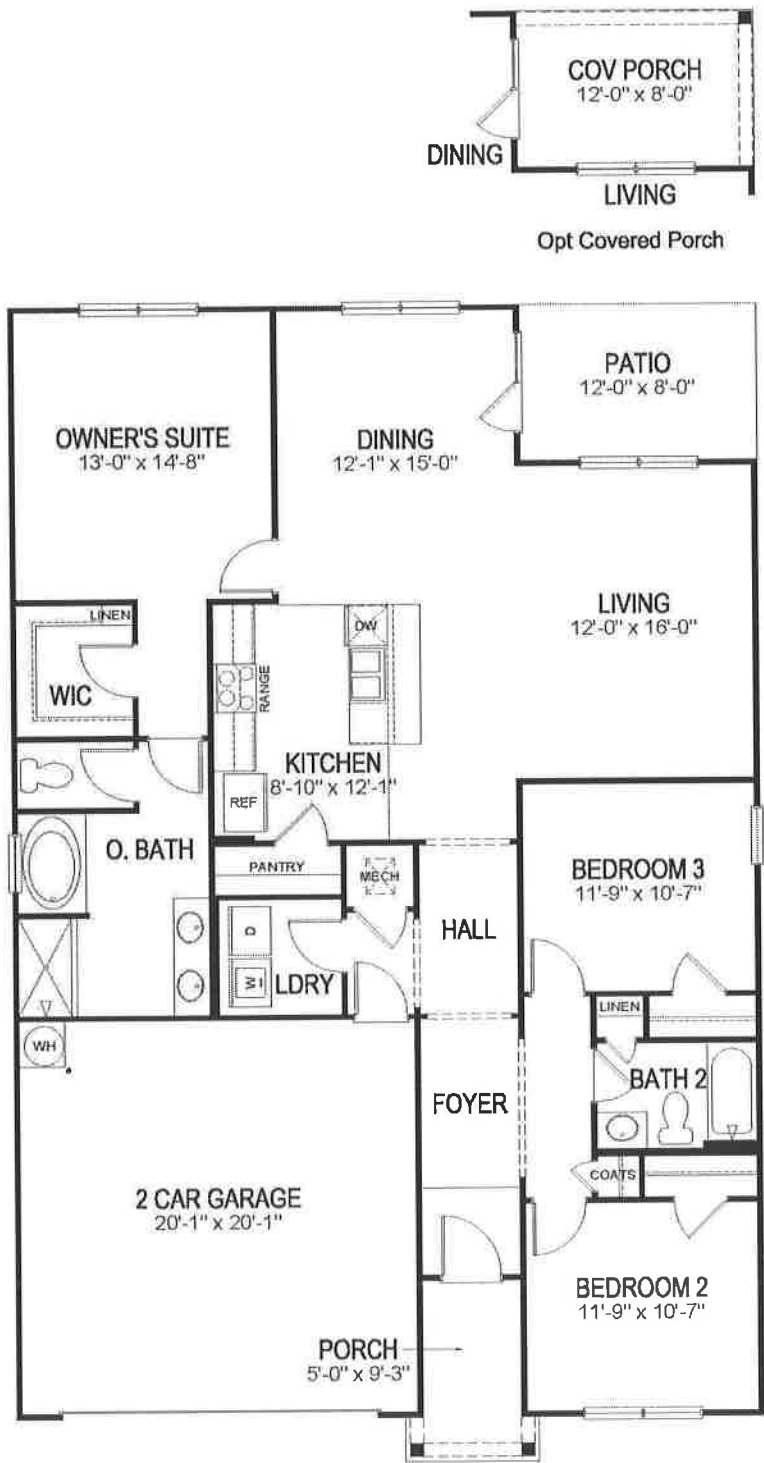


FLOOR PLAN



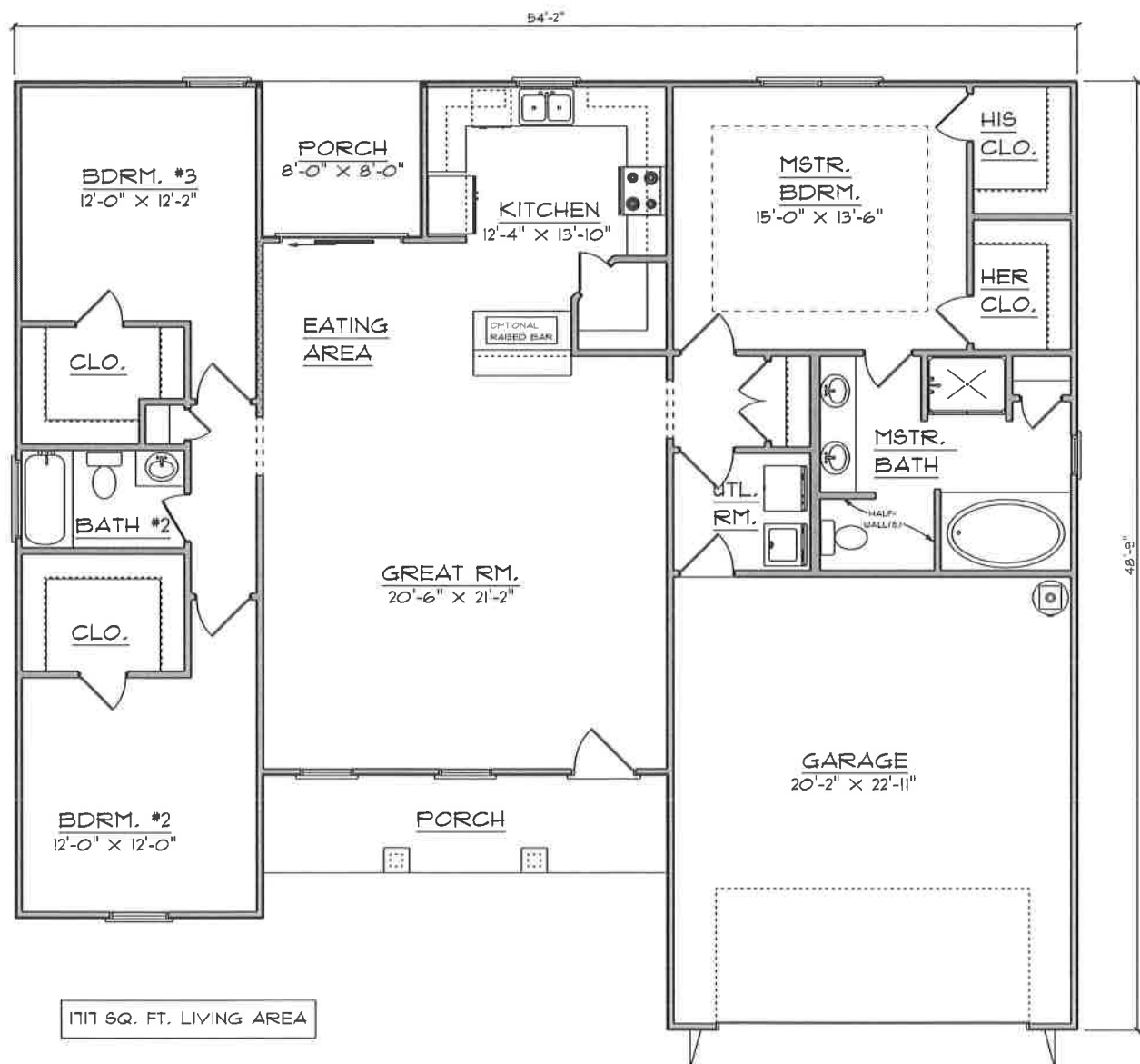
1617 Sq Ft of Living Space

PLAN A 38 x 59 1618 SQ FT OF LIVING SPACE



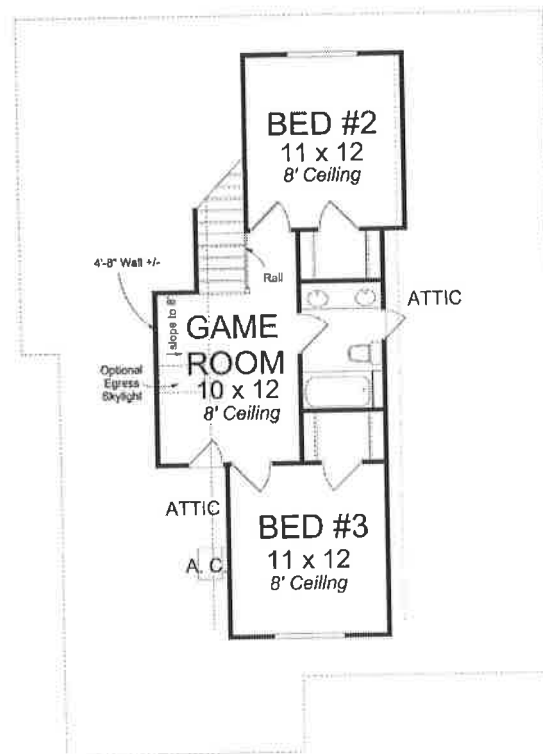
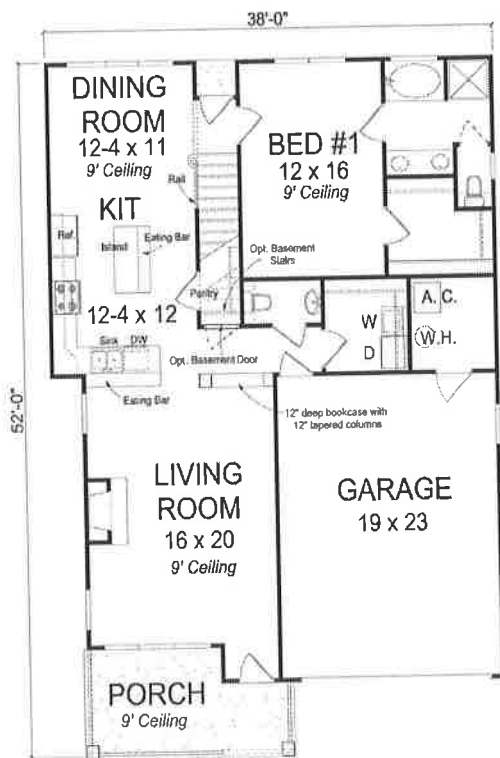


## ***"THE KINNY II RT."***

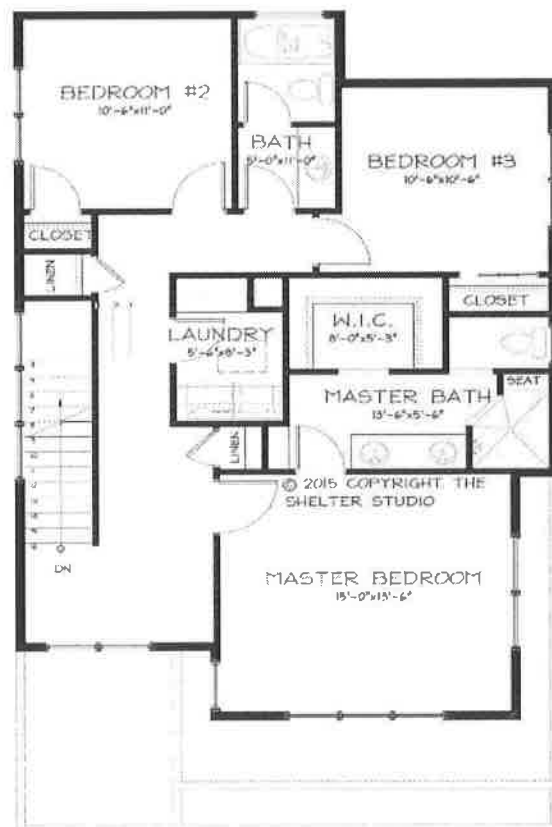


NOTE: FINISH DIMENSIONS MAY VARY SLIGHTLY FROM THOSE SHOWN.

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1720 sq ft of Living Space

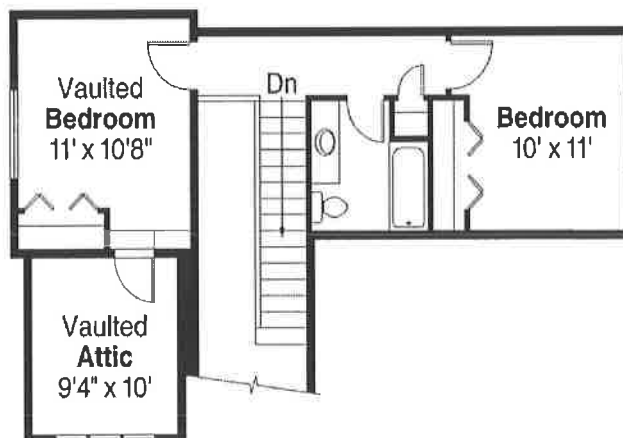
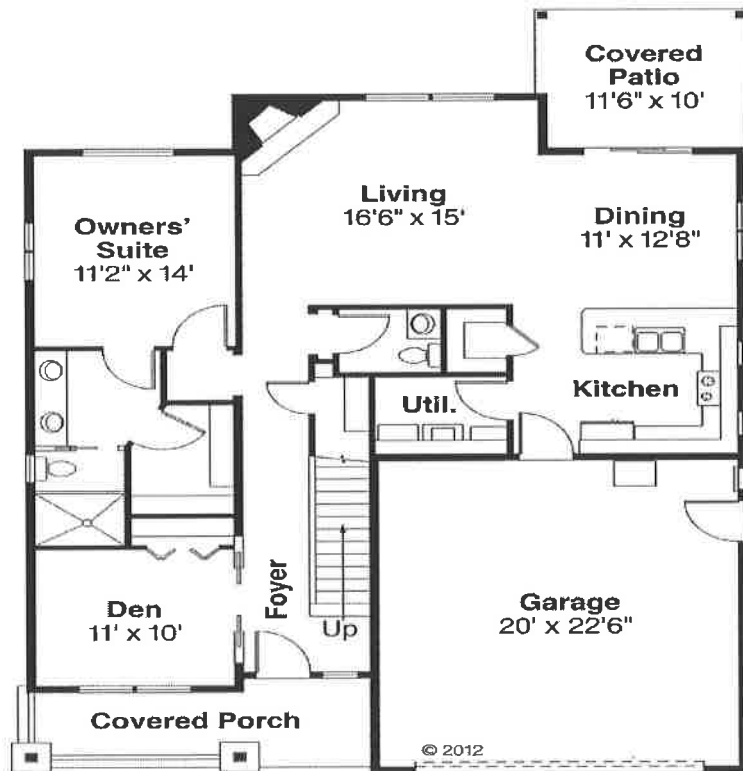


1737 Sq Ft of Living Space



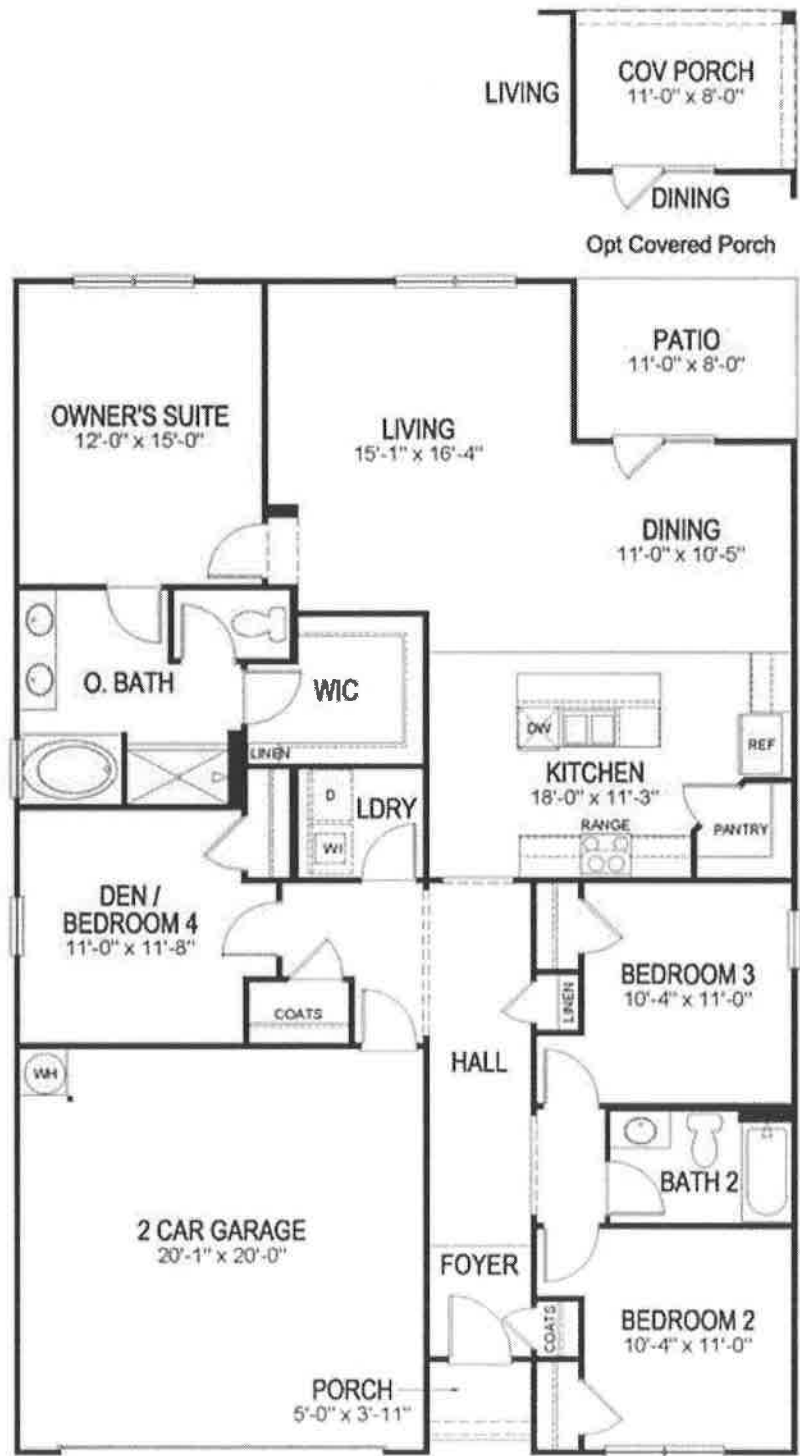
1743 Sq Ft of Living Space





1763 Sq Ft of Living Space

PLAN C 39 X 59 1774 SQ FT OF LIVING SPACE



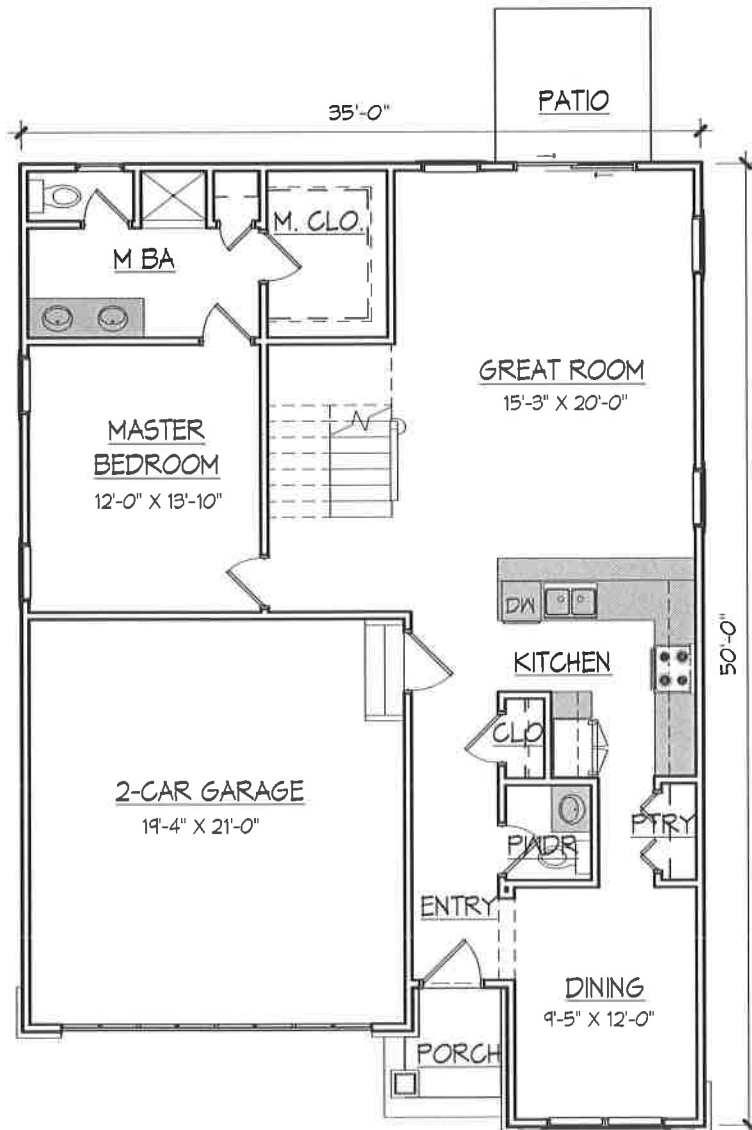
# GLOBAL HOMES, INC.



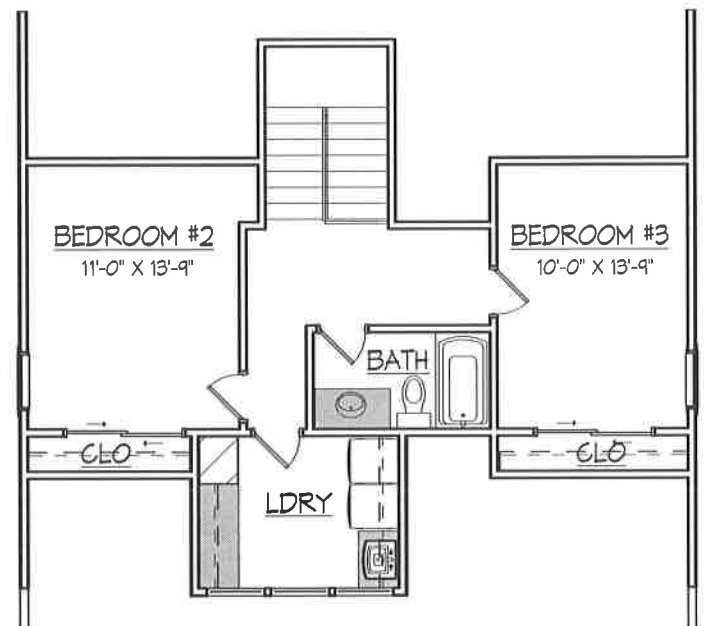
## PLAN DETAILS

1ST FLOOR:	1191 SQ. FT.
2ND FLOOR:	595 SQ. FT.
TOTAL LIVING:	1786 SQ. FT.
GARAGE:	421 SQ. FT.
PORCH:	28 SQ. FT.
PATIO:	64 SQ. FT.

ELEVATION

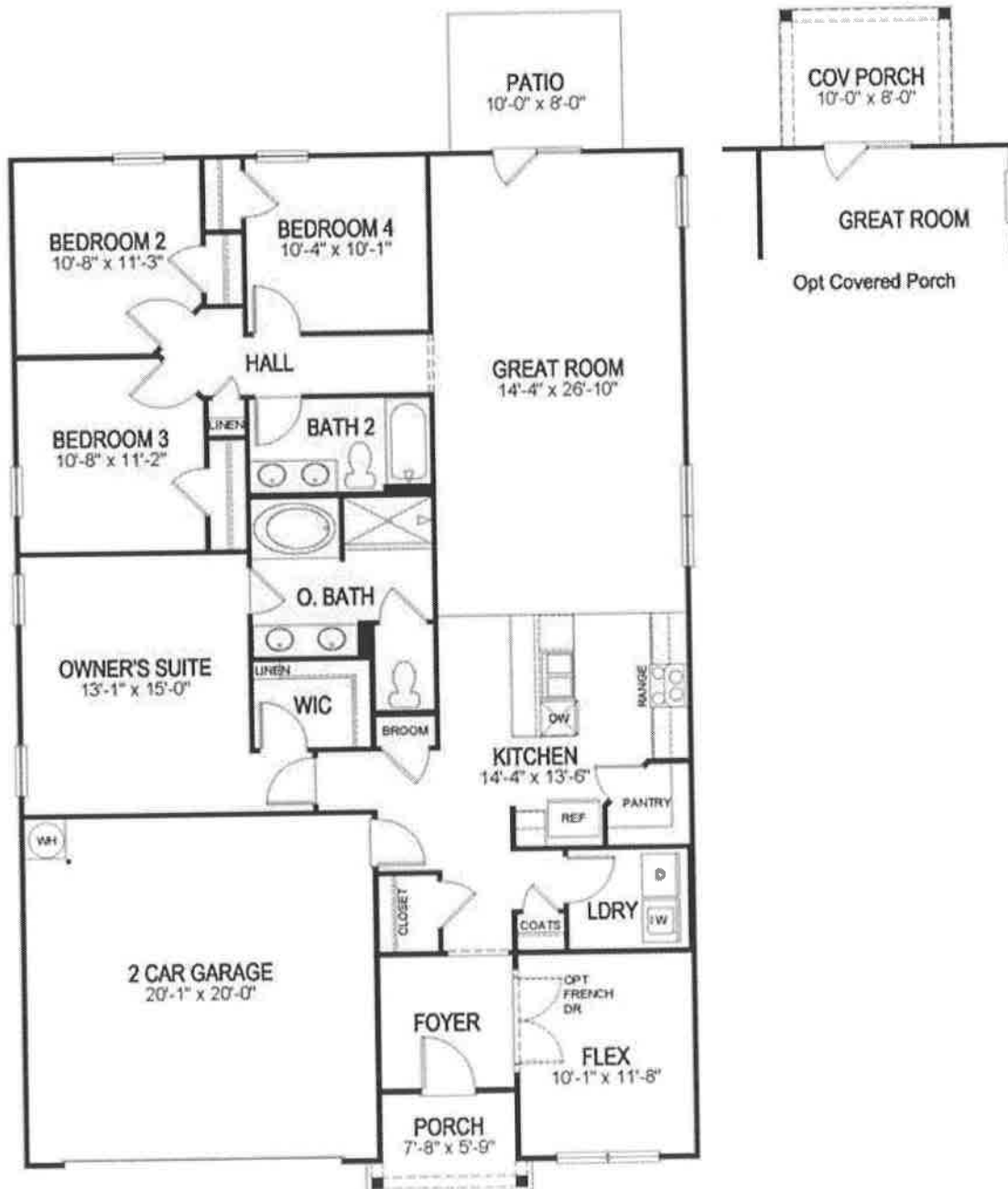


FIRST FLOOR PLAN



SECOND FLOOR PLAN

PLAN D 39 x 60 1856 SQ FT of LIVING SPACE



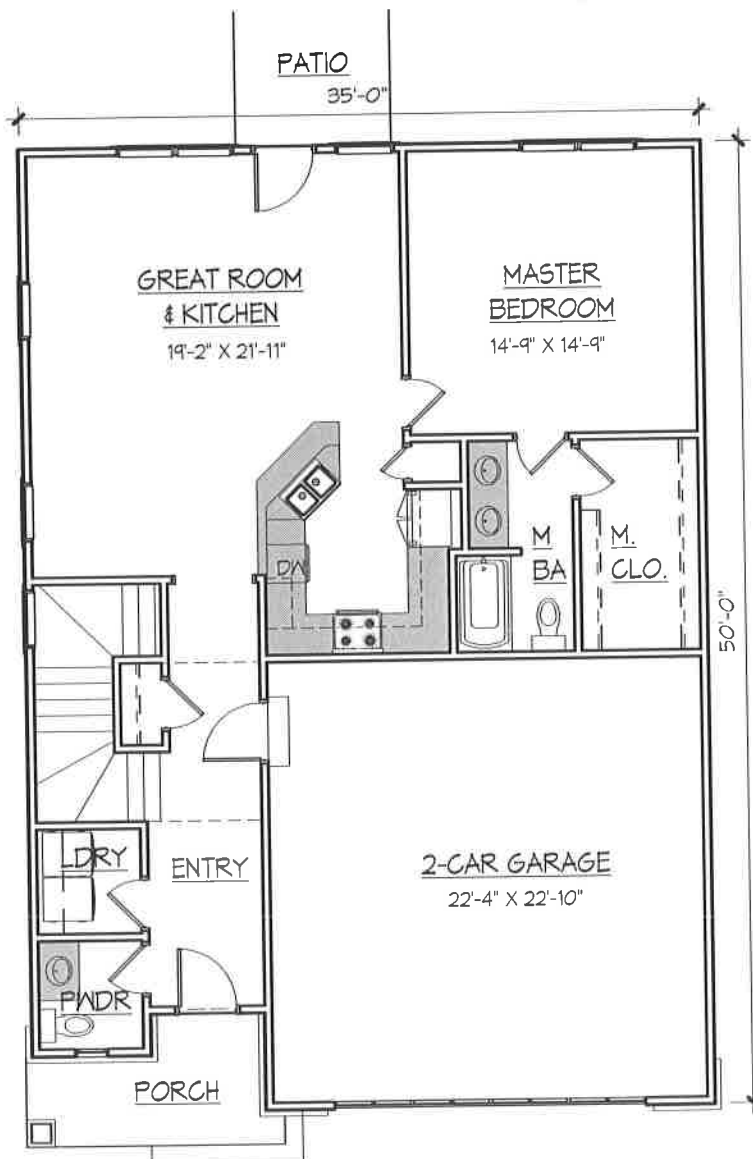
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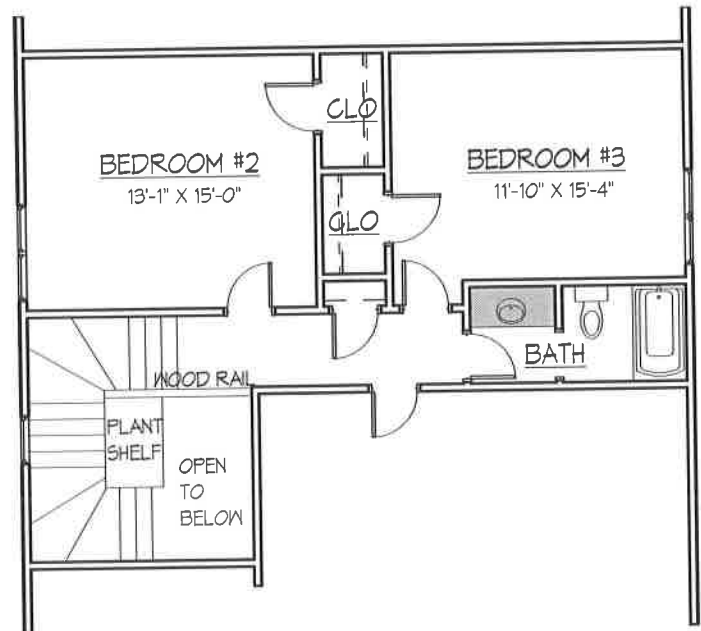
ELEVATION

## PLAN DETAILS

1ST FLOOR:	1174 SQ. FT.
2ND FLOOR:	692 SQ. FT.
TOTAL LIVING:	1866 SQ. FT.
GARAGE:	528 SQ. FT.
PORCH:	70 SQ. FT.
PATIO:	64 SQ. FT.



FIRST FLOOR PLAN



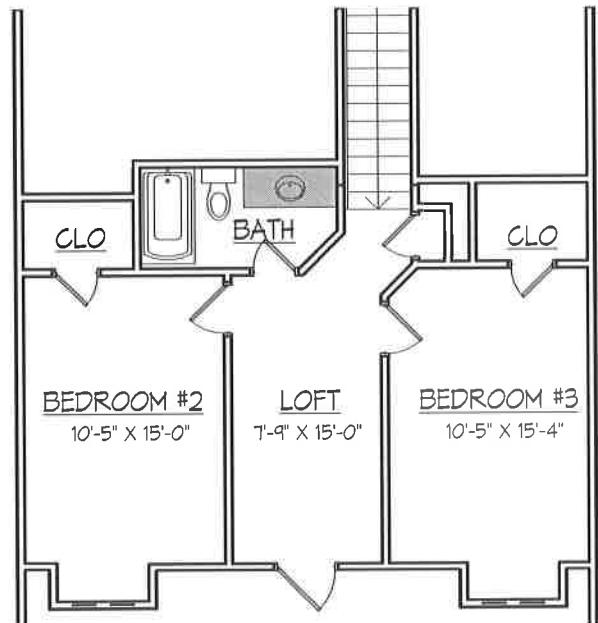
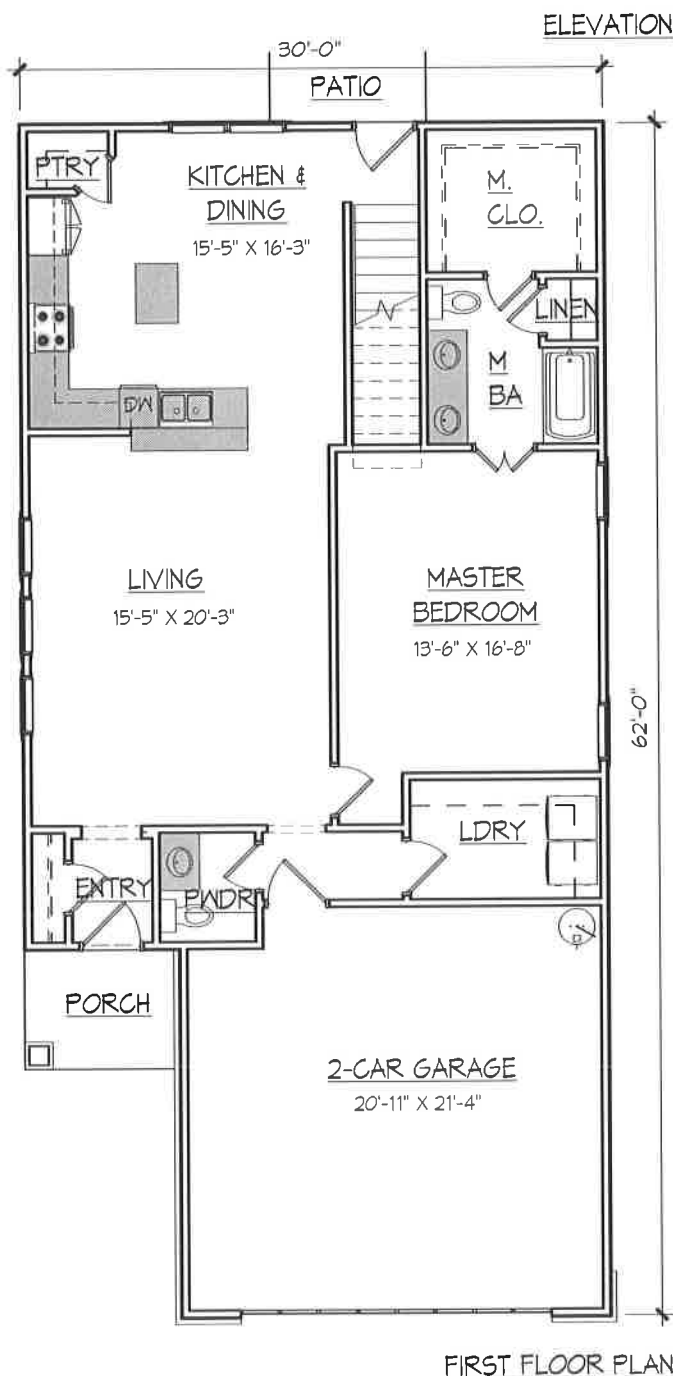
SECOND FLOOR PLAN



# GLOBAL HOMES, INC.

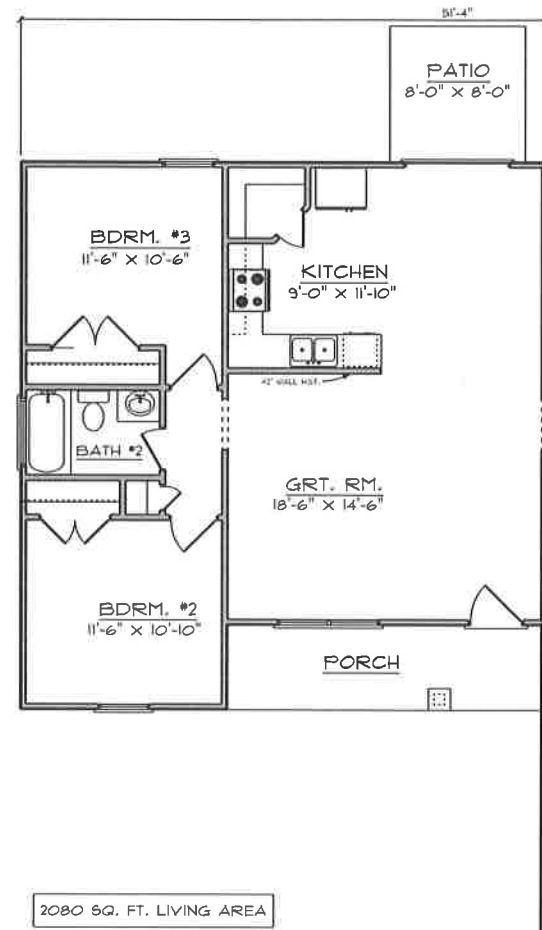
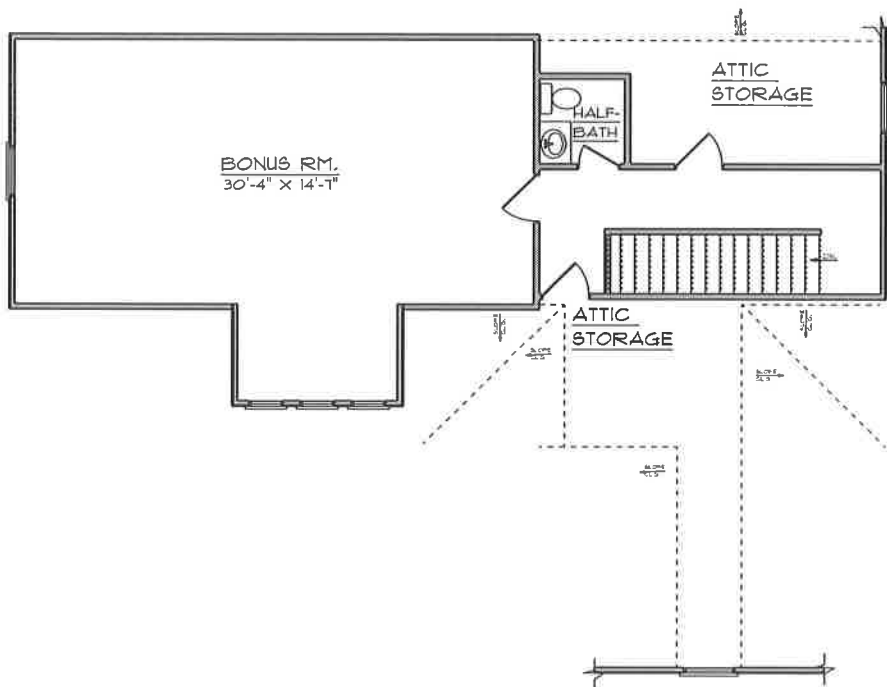
## PLAN DETAILS

1ST FLOOR:	1247 SQ. FT.
2ND FLOOR:	688 SQ. FT.
TOTAL LIVING:	1935 SQ. FT.
GARAGE:	460 SQ. FT.
PORCH:	50 SQ. FT.
PATIO:	64 SQ. FT.



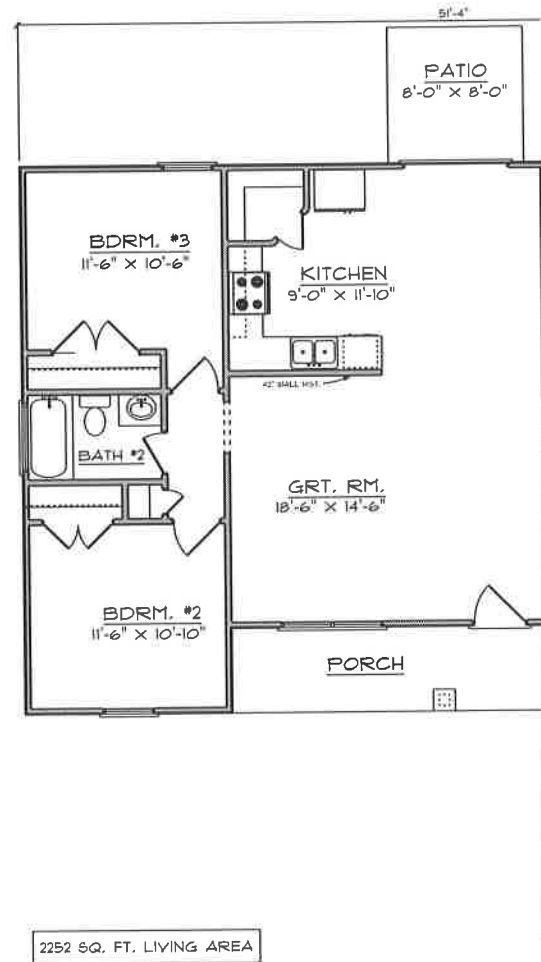
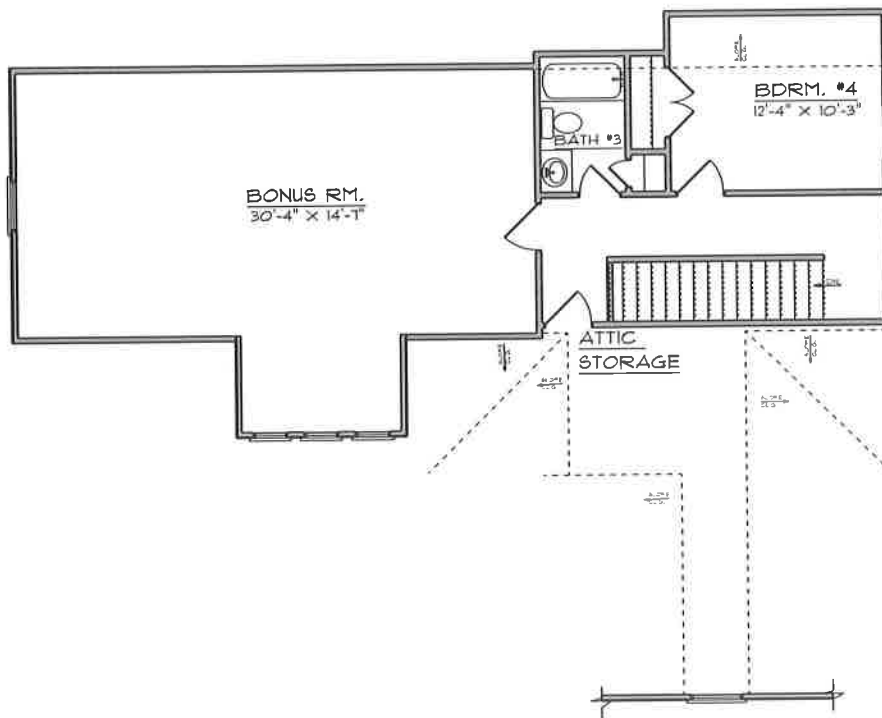
# "THE ANNA III RT."

w/ FRONT ENTRY GARAGE &  
3 BEDROOMS / 2 BATHS



# "THE ANNA III RT."

W/ FRONT ENTRY GARAGE &  
4 BEDROOMS / 3 BATHS



2252 SQ. FT. LIVING AREA

NOTE: FINISH DIMENSIONS MAY VARY SLIGHTLY FROM ABOVE AREAS



## LIST OF APPENDICES

Appendix A:	Concept Plan
Appendix B:	Covenants for PUD
Appendix C:	Documentation of Adequate Public Facilities
Appendix D:	Neighborhood Meeting Documentation
Appendix E:	Planned Amenities
Appendix F:	Included Features, Options, and Exterior Design Guidelines

APPENDIX A  
CONCEPT PLAN



## APPENDIX B

## COVENANTS

Prepared by:  
Bobo, Hunt, White & Burk  
111 N. Spring Street, Suite 202  
Shelbyville, TN 37160

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
OF  
GLOBAL MANOR**

**THIS DECLARATION of RESTRICTIVE and PROTECTIVE COVENANTS** (hereinafter "Restrictive Covenants") is hereby made and entered into on the \_\_\_\_ day of September, 2017, by Global Homes, Inc., a Tennessee Corporation (hereinafter "Global Homes" and/or "Developer").

**WITNESSETH:**

**WHEREAS**, Global Homes, Inc., a Tennessee Corporation, is the owner of a development in Coffee County, Tennessee known as Global Manor, a plat of which is of record in Plat Cabinet \_\_\_\_, in the Registers Office of Coffee County, Tennessee; and

**WHEREAS**, it is in the best interest of the Developer as well as to the benefit of every person or entity hereafter acquiring any of the property within said development that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of said property be established, fixed and set forth, and declared to be running with the land; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Global Manor development and for the continued maintenance and operation of such common areas as may be provided.

**NOW, THEREFORE**, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations, or other entities hereafter acquiring any of the property hereafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all herein collectively referred to as "restrictions or declarations") relating to the use and occupancy thereof, said restrictions to be construed as covenants running with the land, which shall be binding upon all parties, having or acquiring any right, title or interest in the above described properties or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party thereafter acquiring any of the within described property made subject to this declaration, by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take such property interest

subject to this declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

## **ARTICLE I**

### **DEFINITIONS**

The following words when used in this declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Global Manor Association," hereinafter called "The Association" is a non-profit unincorporated association (which may, by the Developer or the owners of a majority of the lots be subsequently incorporated as a non-profit corporation, in which case all references herein to The Association shall be considered to refer to The Association, as incorporated) or its successors or assigns. The Association shall be automatically created on the earlier of the following events (i) a decision by the Developer to create the Association, by notice to the Owners, or (ii) fifty percent (50%) of the lots have homes on them which are occupied.

B. "Common Area(s)" shall mean and refer to any property, real or personal, owned by The Association, for the prior and superior but non-exclusive use, benefit and enjoyment of the Members of The Association, subject to the provisions of this declaration. The common areas may be shown on the plat of the Global Manor Subdivision, and shall consist of signage and decorative areas at the entrances to the subdivision on \_\_\_\_\_ and the lighting for them, one (1) golf cart path, as shown on the plat, and sprinkler systems for landscaping at the entrances to the Subdivision. The Developer reserves the right to add additional common areas which shall be restricted in accordance with the covenants placed thereon at the time of dedication.

C. "Declaration" shall mean and refer to this declaration of covenants, conditions and restrictions applicable to the properties and which is recorded in the Register's Office of \_\_\_\_\_ County, Tennessee.

D. "Lot" shall mean and refer to any plot of land to be used for single family residential purposes and so designated on any subdivision plat for the Global Manor Subdivision.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any lot which is a part of Global Manor Subdivision, excluding, however those parties having such interest merely as a security interest for the performance of an obligation.

F. "Member" shall mean and refer to any person who is the owner

of a lot and as such is a Member of The Association.

G. "Person" shall mean and refer to any natural person as well as a corporation, partnership, association or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural, where the context so requires.

H. "Global Manor Subdivision," or the "Subdivision" shall mean and refer to the Global Manor Estates Subdivision owned by Developer in \_\_\_\_\_ County, Tennessee, together with such additions thereto as may from time to time be designed by Developers, whether or not such additions are contiguous with, or adjoin the boundary lines of that portion of Global Manor Estates Subdivision shown on the plat which has been recorded to date.

## **ARTICLE II**

### **PROPERTY DESCRIPTION**

A. The property which is subject to this declaration is located in \_\_\_\_\_ County, Tennessee and is shown on a plat prepared by \_\_\_\_\_, of record in Plat Cabinet\_\_\_\_, in the Register's Office of \_\_\_\_\_ County, Tennessee.

B. Developers hereby reserve the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this declaration to other property to be developed as a part of Global Manor Estates Subdivision, and thereby to bring such additional properties within the jurisdiction of The Association. The additions herein authorized shall be made by filing of record one or more supplementary declarations in respect to the properties then to be subject to this declaration, which shall extend the jurisdiction of The Association to such property and thereby subject additional property to assessments for their just share of The Association expenses. Each supplemental declaration may contain such complimentary additions and modifications necessary to reflect the different character of the added property, however they may not revoke or otherwise amend the provisions of this declaration as it pertains to the property subjected hereto.

## **ARTICLE III**

### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

A. Membership.

1. Every person or entity who is the Owner of record of a fee interest in any lot shall be a Member of The Association, subject to

and bound by The Association's by-laws, rules and regulations. This is not intended to include persons who hold a security interest in or mortgage on any lot as collateral for the performance of an obligation. When any lot is owned of record in joint tenancy or tenancy in common, or by some other legal entity, the Membership to such lot shall be joint and the right of Membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section B below.

2. No Membership or initiation fee shall be charged; however, Members shall be required to pay amounts necessary to carry on the business of The Association and to pay when due the charges, assessments and special assessments levied upon each Members' lot as specified in the declaration, the by-laws, or as the Members of The Association may from time to time hereafter adopt

B. Voting and Voting Rights.

1. The voting rights of the Membership shall be appurtenant to the ownership of a lot. The Owners of each lot shall have one (1) vote for each lot which they own. When two or more persons hold an interest in any lot, the vote for such lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a lot, and in no event shall more than one (1) vote be cast with respect to any lot. Notwithstanding the above, with respect to any lot owned by the Developer, said lot (and the owner thereof) shall be entitled to four (4) votes for each lot, for a period of ten (10) years from the date of these declarations, and one (1) vote per lot thereafter.

2. Any Member who is delinquent in the payment of any charges duly levied by The Association against a lot shall not be entitled to vote until all such charges together with such reasonable penalties as the officers or the board of directors of The Association may impose, have been paid.

3. On all matters, a majority of the votes entitled to be cast shall constitute a quorum, and a majority of the votes cast at such quorum shall carry any vote.

**ARTICLE IV**

**COMMON AREA PROPERTY RIGHTS AND DUTIES**

A. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the common areas which shall be appurtenant to and pass with the title for every lot, whether or not mentioned specifically in the



deed to said lot, subject to the provisions of this declaration, and the by-laws of The Association, including but not limited to the following:

1. Subject to the provisions of this declaration, the right of The Association to limit the use of the common area to Owners, their families and guest

2. The right of The Association to suspend the enjoyment rights of an Owner for any period during which any assessments against his lot remains unpaid, or for any infraction of The Associations published rules and regulations.

3. The right of The Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Members.

B. Every Owner shall have an interest in all the property owned by The Association as is represented by the ratio of the number of lots owned by said Member to the total number of lots in the subdivision.

C. It shall be the duty of the Association to maintain all common areas, however this duty shall only exist for the benefit of all lot Owners and is not intended to be for the benefit of third parties.

## **ARTICLE V**

### **MAINTENANCE ASSESSMENTS**

A. Annual Assessment. For each lot owned within the subdivision, every Owner covenants and every subsequent Owner of each such lot, by acceptance of a deed is deemed to covenant and agree to pay to The Association annual assessments or charges for the creation of a maintenance fund in amounts to be established from time to time by The Association, and special assessments as approved by the Members from time to time.

B. Purpose of Assessments. The assessments levied by The Association shall be used to provide funds for such purposes as The Association may determine or for the benefit of its Members, or to promote the health, safety and welfare of the residents of the Subdivision, or for the acquisition, improvements or maintenance of properties or facilities related to the use and enjoyment of the common areas, including but not limited to the cost to repair, replacement or additions thereto; and for the payment of taxes assessed against the common area, the procurement and maintenance of insurance or any other needs as may arise at the discretion of The Association.

C. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment of each assessment, after the due date there shall attach a continuing lien against each lot, the amount of which shall include costs, reasonable attorney's fees and interest at the rate of ten percent (10%) per annum, simple interest, from the due date. Each assessment together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

D. Exempt Property. The assessments and liens created under this Article shall not apply to any common area, nor shall it apply to any lot which is vested in any first mortgagee subsequent to foreclosure, provided however that upon the resale of such property by such first mortgagee the assessment and lien provided herein shall again commence and accrue.

E. Special Assessments. In addition to the annual assessments authorized above, The Association may levy any special assessment approved by The Association, provide that it is approved by a two-thirds (2/3) of the votes entitled to be cast at any meeting called for such purpose.

F. Notice and Quorum for any Special Assessments. Written notice of any meeting called for the purpose of making any special assessments shall be sent to all Members not less than five (5) days nor more than sixty (60) days in advance of the meeting.

G. Date of Commencement of Annual Payments Due Dates and Certificate of Payment. Annual assessments provided for herein shall commence as to all lots on the first day of the month following the filing of the declaration. The first annual assessment shall be adjusted based on the remaining portion of the calendar year available. At least thirty (30) days before January 1st of each year, The Association shall fix the amount of the annual assessment against each lot, and, in the event they fail to do so, the assessment rate shall be the same as assessed for the prior year. Written notice of any changed assessments shall be sent to every Owner. The due dates of the payment of annual and special assessments shall be established by The Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of The Association setting forth whether the assessments on a specified lot have been paid to date.

H. Remedies of The Association. The Association, its agent or representative may bring an action at law or in equity against the Owner personally obligated to pay the assessment, or foreclose the lien against the lot to which the assessment relates in the general manner as if it were a mechanic's or materialmen's lien, pursuant to T.C.A § 66-11-101, et seq., as amended, without regard to the time limits on the filing of liens. No Owner may waive or otherwise escape liability for the assessments by

the non-use of the common area or by abandonment of his lot.

I. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any deed of trust or mortgage on any lot if all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid, or if they have not been paid, no lien has been filed in the Register's Office of Coffee County, Tennessee. The lien created hereby is subordinated to any mortgage filed prior to the date any lien is filed in the Register's Office pertaining to said lot. Sale or transfer of any lot shall not affect any assessment lien. The sale or transfer of any lot pursuant to a foreclosure shall extinguish any lien filed subsequent to the filing of said mortgage, as to payments which came due prior to such sale or transfer, but The Association shall have a lien upon the proceeds from foreclosure, after said mortgage.

## **ARTICLE VI**

### **ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS**

The Developer shall have the right to enforce the restrictions set forth in this Article prior to the formation of the Architectural Review Committee, which upon appointment, shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean the Developer until the Committee is appointed. The following Architectural Maintenance and Use Restrictions shall apply to every lot within the subdivision.

#### **A. Approval of Plans and Architectural Control Committee.**

1. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, swimming pool, landscaping or improvement of any nature shall be constructed or modified without obtaining the prior written approval of the Committee as to location, plans, and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of the plat, the building plans and specifications, elevation drawings for all four sides, the "footprint" location of the house on the lot, and the landscaping plans and specifications must be submitted to the Committee. The builder must also be approved by the Architectural Committee before construction begins. Developer shall be the sole arbitrator of such plans and may withhold approval for any reason in its discretion, including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with the plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove

the plans and specifications, approval shall not be required. The Committee shall have the right to charge a reasonable fee for receiving and reviewing each application, in an amount not to exceed Twenty-five Dollars (\$25.00).

2. At such a time as the Developer divests itself of all lots within the subdivision, or at such earlier time as it so desires, Developer shall appoint Members of an Architectural Committee ("The Committee") to consist of not less than three (3) Members, nor more than seven (7) Members which shall exercise authority until the end of the calendar year in which appointed. After that date, the Committee shall be selected by a majority of the votes of The Association Members, who shall serve annually, or until their successors are elected.

B. Assurance of Completion. The Committee may, in its discretion, demand a performance bond in the amount of One Thousand Dollars (\$1,000.00) on terms and conditions acceptable to the Committee which may be required before construction can commence on any lot. The bond will insure that all the conditions and requirements involving construction and landscaping shall be fully met, and that there have been no unsatisfied damages to private or public property in the process of construction.

C. Improvements, Setback and Use Restrictions.

1. Building Materials. No building materials may be stored on Lots longer than a period of thirty (30) days before commencement of construction. Upon gaining written permission to use adjoining lot/s for construction and storage, they shall be regraded at completion of construction and shall include the lay down of seed and straw. All dwellings or other improvements shall be completed within twelve (12) months from the commencement date, except with written permission from Developer during the period of Developer control.

2. Swimming Pools, Therapy Pools and Spas. Swimming pools, therapy pools and spas for the use of Owners and their guests may be constructed on Lots so long as (i) they are below ground level and of a permanent nature; (ii) the location complies with minimum setback requirements shown on the Plat; (iii) all applicable laws ordinances, rules and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the owner at his expense; (iv) such pools are completely fenced in a manner approved by the Global Manor Design Review Board (GMDRB); (v) the GMDRB has approved the design and location that shall be in the rear yard only; and (vi) construction is not commenced until after the Improvement consisting of the dwelling has been commenced.

3. Clotheslines, lighting devices, clothes hanging devices. Clotheslines, lighting devices, clothes hanging devices or the like shall not be permitted upon any Lot. No lights shall be permitted at eaves, and flood lights/spot lights shall not be permitted on front exteriors, Exterior flashing lights or spot/flood lights that shine on or into adjacent Lots shall not be permitted on the exterior. Lights installed on the sides and rear of any improvement must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots. Any walkway, driveway or landscape lighting shall be low intensity. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year).

4. Screening of Mechanical and Storage Areas. Excepting the initial construction period, any and all equipment, air conditioner condensers, garbage cans, woodpiles, refuge or storage piles on any Lot, whether temporary or permanent, shall be screened to conceal same from the view of neighboring Lots, roads, or Common Areas with the plans for any screening, fences and/or landscaping being approved by the GMDRB. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot.

5. Outdoor Recreation Equipment. Outdoor recreation equipment may be placed upon any Lot so long as the design and location is approved by the GMDRB prior to installation. It is understood that the GMDRB may in its sole discretion without limitation, require screening with landscaping, fences or walls. Outside recreation equipment shall include, but not be limited to, swings, slides, trampolines, playhouses and similar recreation equipment or structures. Basketball goals shall not be permitted unless they are not visible from any street within the Development and have been approved by the GMDRB.

6. Temporary Structures, Garages, Etc. No trailer, garage, basement, tent, shack, barn, shed, carport or other outbuilding shall be erected, moved onto, or used on any Lot as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Any detached garage or outbuilding must be located in the rear yard. Any driveway to such structure shall be constructed from the same material as the driveway to the attached garage on said Lot. No Lot shall contain more than one (1) detached garage or outbuilding. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited.

7. Garbage Collection. All rubbish, trash and garbage shall be removed from each Lot regularly and shall not be allowed to accumulate thereon. Containers shall be placed at curb for garage collection for no

more than a twenty-four (24) hour period surrounding the designated date and time for trash pickup as set by the provider of said service.

8. Signs.

a. The Developer shall have the right to erect reasonable and appropriate signs for its own use and the use of other parties engaged in the construction and sale of improvements on Lots within the Development. The Developer shall have the right to remove any such unapproved sign, billboard, poster or advertising devise that is placed on said Lot or Improvement thereon and in doing so shall not be subject to liability for trespass or other course of action in connection therewith or arising from such removal.

b. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Temporary signs, not exceeding maximum face area of four (4') square feet, such as "For Sale" signs designed by Developer, shall be permitted. Political signs no larger than four (4) square feet may be placed without approval up to two (2) weeks prior to election, and must be removed within 48 hours after the election. No more than two signs may Page 2 of 8 be placed on any Lot. Signs erected, exhibited, maintained or placed by or on behalf of any realtor must conform to the size and design of any corresponding signs utilized by Developer.

9. Vehicles. Vehicles may not be assembled or serviced on the property or any street unless completely hidden from public view. For purposes of this Subparagraph, "serviced" shall not be deemed to include the cleaning, washing or polishing of a vehicle or the change of oil, lubricants, anti-freeze or other fluids and air, oil or other filters used in the vehicle. No mobile home, bus, truck or an over one-ton tractor/trailer rig or house trailer may be parked or stored on property or any public street, except for vehicles and equipment necessary for and being used in the development and construction of property, together with the improvements thereto and located thereon, and the streets and roadways serving the property. All-Terrain Vehicles and other similar vehicles are not permitted to be driven within the community, Golf carts in compliance with all Tennessee Department of Transportation requirements to be "street legal" with insurance will be permitted, subject to Shelbyville Bedford County and State regulations. All drivers must be licensed and insured.

10. Vehicle Storage. No boat, trailer, tractor/trailer, inoperative automobile, camper or vehicles having a load capacity in excess of three-quarter tons shall be parked or stored in the street or forward of the front building line. Any such vehicle kept, stored or parked on the Lot shall be screened from view from streets, Common

Areas and neighboring Lots, either within the garage or behind a fence enclosing the rear of the Lot. No commercial trucks, vans or trailers shall be parked on driveways or in streets for periods of time exceeding twelve (12) consecutive hours or for more than twenty-four (24) hours in any calendar week.

11. Prohibited Structures. Excepting temporary use during construction of improvements, no house trailers, portable buildings or manufactured housing shall be permitted in the Development.

12. Livestock, Poultry and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred or kept in or on any Lot, except that of dogs, cats, or other such household pets approved by the Association may be kept in a Residential Unit, provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept in or about any Residential Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or Property caused by any pets brought in or kept in or upon any Residential Unit or on the Common Area by any Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph, a particular animal, bird, fowl, poultry, or livestock is a nuisance and/or danger to others, therefore, to be removed from the properties. All animals must be kept on a leash when outside the boundaries of its owner's Lot. All state and local laws, regulations and ordinances governing pets and other animals must be observed by each owner.

13. Parking. All occupant vehicles should be parked in garages or driveway areas where possible. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any Common Areas at any time. No Owner shall permit any inoperable vehicle owned by such Owner, or by any person occupying his Improvement, or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than forty-eight (48) consecutive hours. No commercial vehicles are allowed to park overnight on any street within the community. Lot owners are solely responsible for making any tenants aware of the rules of the association. The implementation of the "NO PARKING" signage is due to vehicles parking on both sides of the roads that are narrow, not parking close to the curb, school buses unable to pass and or emergency vehicles i.e. fire, ambulance or patrol vehicles that need to pass during an emergency.

14. Noise. No Owner shall cause or allow any use of his Lot that result in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs with loud and frequent barking, whining, howling, exterior music systems or public-address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.

15. Burning. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gases to interfere with the use and enjoyment by the Owners of neighboring Lots. Burning leaves shall not be permitted.

16. Home Businesses. No house or other structure on any single-family dwelling Lot or other residential use Lot excepting the Developer's sales and construction office, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person on-lot sales involving non-residents subject to applicable the City of Shelbyville zoning regulations.

17. Nuisances. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighboring Lots. No noxious, offensive or illegal activity shall be carried out upon any Lot.

18. Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation, or restriction, and any provision of the Declaration, the more restrictive provision shall apply.

19. Hobbies. The pursuit of hobbies that are inherently dangerous or objectionable to adjoining Lot Owners including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, shall be conducted only in garages, and such activities must not be visible from streets, Common Areas and neighboring Lots. Activities such as the shooting of firearms, fireworks or pyrotechnic devises of any type or size and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without consent of the Board.

20. Windows and Screens. All window designs are to be approved by the GMDRB. There are to be NO screens on any windows facing a public street.

21. Window Boxes and Planters. Window boxes and planters must be approved with prior approval of the GMDRB. If approved, they shall be of a color and material complimentary to the dwelling exterior



and shall be maintained in a neat and attractive condition. Dead, diseased or dying plant material and weeds shall promptly be removed from window boxes and planters.

22. Fences. No fences of any kind shall be erected without prior approval of the GMDRB. An Application for Fence, Structure or Architectural Change shall be completed and submitted to the GMDRB for review and approval prior to commencing construction.

23. Statue and Yard Ornaments. GMDRB approval is not required for the rear yard installation of any birdbath or statue, including any pedestal stands that are no more than three (3') feet tall, is no more than twenty-four (24") inches in diameter, and is an unpainted, neutral color (e.g., gray, beige or natural concrete color). No more than two (2) statuary twelve inches (12") in height or less may be placed in the front or side landscape beds. All other statues or yard ornamentation shall be permitted only with prior GMDRB approval.

24. Flag Poles. Flag poles are not allowed to be erected on any lot within the community, except that small removable flag poles attached to rails or columns are permitted.

25. Vacant Lot Maintenance Requirements. Lots should be mowed when grass height reaches ten (10) inches. Lot owners must also keep the street, alley and curbs in front and back of their lots clear of weeds and trim around all utilities to keep lots in a neat and attractive manor. In the event any owner fails to maintain the condition of his lot, the Developer may deem, at its discretion, to perform the maintenance as a remedy for noncompliance and the owner shall be liable for the expenses incurred, including but not limited to fines and attorneys' fees.

26. Home Lawncare Requirements. Global Homes Inc. would like to emphasize there is a great deal of value placed on the overall appearance of the Global Manor community, particularly when it comes to lawn maintenance. Each owner is responsible to maintain their homes landscaping at or above the standard for the Association. The Common Areas of Global Manor will be professionally maintained by our landscape contractor. Adhering to the quality of the lawn care they provide will bring a consistent landscaped appeal to the community. If you do not have the time it takes to do the lawn maintenance yourself, you may want to consider a lawn care company to do what is required to keep your yard in top condition. Maintenance includes: • Keep all landscape beds clear of weeds • Edge sidewalks, driveway, curbs, and landscape beds • Prevent weeds in lawn • Trim all shrubs as needed • Remove dead landscaping and replace at appropriate season • Mulch landscape beds (minimum of once per year) • Cut lawn as needed during growing season (to keep below eight (8) inches) • Do not leave

grass clippings in street, sidewalk, driveway, or in clumps on lawn All work completed must be done as to maintain a neat and attractive appearance. Global Homes Inc. may, at its discretion, perform the maintenance as a remedy for noncompliance and the owner shall be liable for the expenses incurred. Dead trees located on the homeowner lot shall be removed immediately and replaced at the expense of the homeowner with the same species and caliber.

27. Grills. Grills are not permitted to be stored on the front porch of any home within the community.

28. Personal Belongings/Toys. Articles of personal property belonging to any Owner or Occupant, such as, but not limited to, bicycles, electric cars, wagons, toys, furniture, clothing and other articles shall only be stored or kept in the home and generally should not be left in view of common elements, street, alleys or neighboring lots.

29. Front Porches. Only appropriate patio and porch furniture will be allowed on front porches. No dinette sets, grills, coolers/ice chest, couches, love seats, and other such items are permitted.

30. Construction or Demolition Work Hours. The carrying on of any construction or demolition work is prohibited at any time on Sundays, or at any time other than between the hours of 7:00 A.M. and 6:00 P.M. prevailing time, on any other days. The provisions of this section shall not apply to interior or exterior repairs or interior alterations when the work is actually performed by a homeowner or occupant provided the work is done without creating any noise disturbance across a residential real property boundary.

31. Moving Procedures. Moving trucks are permitted at residences but shall not block the flow of traffic. PODS and other portable storage devices are permitted for a maximum of seven (7) days at any residence, subject to not being placed on the front street or front lawn.

32. Design Guidelines. The Global Manor Design Guidelines hereby become part of the Rules and Regulations

D. Residential Use.

1. The lots shall be used for residential purposes only.

2. The residential structure on any lot shall be designed, constructed, and modified for no more than one (1) family, and only one (1) home is to be erected or constructed on any lot. Duplex residences, garage or basement apartments, or group homes are prohibited.

3. No building situated on any lot may be rented or leased separate from the rental or lease of the entire lot, and no part of any building shall be used for the purpose of renting rooms as a boarding house or other transient accommodation.

E. No Nuisance. Each Owner shall refrain from any act or use of his lot which reasonably causes embarrassment, discomfort, annoyance or nuisance to the neighborhood or any neighbors. No noxious, offensive, or illegal activity shall be carried on upon any lot. No noise may be created that would reasonably disturb the peace and quiet of the occupants of surrounding property. All lots shall be kept free from any unsightly deposit of trash, rubbish or other debris.

## **ARTICLE VII**

### **EASEMENTS**

A. General. Each lot now or hereafter subjected to this declaration shall be subject to all the easements shown on the recorded plat upon which lot is shown. No structure of any type shall be erected or placed upon any part of a lot or common area which will interfere with the right or use of any easement shown on the recorded plat. Specifically, a ten (10) foot easement on the front of all lots and a five (5) foot easement on the side and rear lot lines of all lots are reserved for drainage and the construction, installation and maintenance of public utilities and drainage facilities. However, when all of one lot is combined with an adjoining lot or partial lot, the easement reservation provided herein and in the plat shall be deemed modified so as to cause them to exist on the interior side lot lines of the newly formed lot rather than on the interior side lot lines that existed prior to the combination of lots.

B. The granting of the easement or right-of-way access reserved in this Article shall not prevent the use of the area by the Owner for any permitted purposes, except for building or obstructions which may prevent or impair proper drainage flow.

C. The purpose of the easements reserved pursuant to this Article shall be to provide, install, maintain, construct, and operate utility service lines to or from each of the individual subdivision lots or through the subdivision for adjacent properties and for drainage facilities. The Developer or the Association may likewise reserve and grant easements for the installation or maintenance of sewage, utility or drainage facilities in, across, or under the common areas.

## ARTICLE VIII

### **GENERAL PROVISIONS**

A. Duration. The restrictions shall be construed to be covenants running with the land and shall be binding and effective for a period of twenty (20) years from the date hereof, at which time they shall be automatically extended unless it is agreed by the vote of a majority in interest of the lot Owners to change, amend, or revoke any restrictions in whole or in part, at any time after the end of the said twenty (20) year period.

B. Amendment. These declarations may be amended at any time, and from time to time, by an agreement signed by at least fifty-one percent (51%) of the lots subject hereto, however, the declarations cannot be modified over the objection of the Developer, so long as the Developer owns twenty percent (20%) or more of the lots in the Subdivision. Any such amendments shall not become effective until the instrument evidencing such change has been filed with the Register's Office of Coffee County, Tennessee. The Owner of each lot shall have one (1) vote for each lot they own. When two (2) or more persons hold an interest in any lot, the vote for such lot shall be exercised by one (1) of such persons as proxy and nominee for all persons holding an interest in a lot.

C. Enforcement. If any person shall violate, or attempt to violate any of these restrictions it shall be lawful for the Association, the Committee, or any other person owning any lot within the subdivision to bring an action against the violating party at law or in equity for any claim which these restrictions may create or to recover damages for violation. Any failure by the Developer or any property Owner to enforce any of said covenants and restrictions or other provisions, shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability. Invalidation of any one or more of these restrictions by judgment, court order or otherwise shall not affect any of the other provisions, not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

E. Delegation and Assignability. The Developer shall at all times, and from time to time, have the right to assign or delegate any and all functions or rights herein reserved to Developer. Further, the Developer shall have the right at any time to fully transfer, convey and assign all or any part of its right, title and interest in and to common properties, provided that any transferee shall take such rights, subject to all obligations and rights of the Developer herein contained.

F. Headings. Headings are inserted only for convenience and are in no way to be construed as defining, limiting or extending particular paragraphs to which they refer.

G. Binding Effect. The covenants, agreements, and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by and through and under the Developer.

H. Waiver of Covenants. In the event of a violation or requested waiver or variance of any of the foregoing restrictions with respect to any lot, the Developer or its successors reserve the right to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot. This right shall be granted only in the sole discretion of Developer, and when the Developer shall cease to own any of the lots in the Subdivision, then The Association.

**IN WITNESS WHEREOF**, the parties have caused this Declaration of Restrictive Covenants to be duly signed this \_\_\_\_ day of September, 2017.

GLOBAL HOMES INC., a Tennessee Corporation

By: \_\_\_\_\_  
John Stefanski  
Its: President

STATE OF TENNESSEE

COUNTY OF BEDFORD

Personally appeared before the undersigned Notary Public in and for said State and County, the within named JOHN STEFANSKI with whom I am personally acquainted, and who upon oath acknowledged that he is the President of GLOBAL HOMES, INC., the within named bargainor, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office in Shelbyville, Tennessee, this \_\_\_\_ day of September, 2017.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## APPENDIX C

### DOCUMENTATION OF ADEQUATE PUBLIC FACILITIES

APPENDIX D

NEIGHBORHOOD MEETING DOCUMENTATION:

MINUTES AND SUMMARY

## Global Homes Meeting Notes

July 10, 2017

Coffee Break – Shelbyville, TN

RE: Global Manor

Presenter: John Stefanski

Minutes kept by: Ashley Ford

Start Time 6:33pm

John starts with an introduction and why the meeting has been called, to rezone the property known as Legends Estates to a Planned Unit Development, he explains to the attendees what the PUD will offer the community such as walking trails, a park and a dog park, lots of green space, three new entrances/exits.

- 1) Steve Thompson asks how drainage issues will be addressed, expresses his concern about drainage flowing into his home located on Fairfield Pike.
  - John responds that an engineer is currently working on a plan for the drainage of the PUD and everything will meet and exceed the standards set forth. Assures Steve the issues are a huge concern for Global and will be addressed accordingly.

- 2) Charles Schuda – expresses concern about water retention at 309 Winner Circle.

John assures Charles that the State and City will regulate the way the drainage system will flow

- 3) Steve Thompson asked where the homes will start?

John shows Steve on the presentation board where the homes will start and explained the set backs for the lots . More conversation is had about how rocky the land is.

- 4) Charles Shuda asks if the dead end to Winner Circle will be the entrance into Global Manor.



John says yes, that will be one entrance into the PUD.

- 5) Wesley Fox asks what will the price per square foot be?

John explains how this number will change given the time frame before the building can start, but answers that at this time the homes would sell between \$110- \$130 per sq. ft.

- 6) Wesley Fox asks how many houses are going to be built.

John answers that at this time Global is planning to build 184 homes, but tells him that number could change in the future depending on unforeseen circumstances.

- 7) Steven Thompson asks if the homes will be single story or two story?

John responds by asking if anyone has any further questions before we move on to the house plans, no one does, John presents the attendees with copies of projected house plans. Single level and two story plans will be available.

- 8) Steve Thompson asks if the homes will be on footers or slabs?

John tells attendees this will be determined on what the lot allows, and that he prefers to build on a slab.

- 9) Steve Thompson asks if Bedford County requires "green space?"

John responds no.

- 10) Steve Thompson ask how far the homes will be built off the branch?

John explains the lot is 100ft deep with a minimum set back of 25 feet.

- 11) Wesley Fox asks when ground breaking?

John explains city restrictions and requirements are a lengthy process, rezoning has to be approved first, then submit PUD application, earliest 3-4 months until ground breaking.

- 12) Steve Thompson asks about roof pitches?

John says they will vary.

- 13) Wesley Fox asked if the plans will offer fireplaces.

John responds and shows which floor plans will have the fireplace option.

14) Steve Thompson asks if this will be a natural gas community?

City official (Will) encourages Steve to attend as many BCUD meetings as possible and to bring all his friends to get gas to the Fairfield pike area.

15) Wesley Fox asks will these homes be on septic or sewer?

John responds they will be on a sewer system.

16) John address concerns about providers for the PUD such as cable, phone, gas.

17) Wesley Fox asks if the utilities will be above ground?

John says yes, he is keeping them above ground.

18) Wesley Fox asks when the next meeting will be?

John says the next meeting will go to City Council and then a public hearing.

City Official Will explains the rezoning consideration, PUD application, submitting pattern books to the Planning Commission.

19) Steve Thompson asks if the driveway will be concrete?

John says yes they will be concrete, he is going to keep the same look as the driveways in the Legends neighborhood.

John asks if there were anymore questions, no one had any and the meeting was concluded.

Respectively submitted by Ashley Ford  
615-496-1352

Global Homes Inc Global Manor Neighborhood Meeting 7-10-17  
Attendance Sheet

Name	Community	Address
Will Owen	GREENS + MALONEY, INC FOR CITY OF SHELBYVILLE	745 S. CHURCH ST. MURFREESBORO, TN 37130
David King	Global	109 W College mtn TN 37130 1850 Fairfield PK
STEVE & DEBBIE THOMPSON		
Lesley Fox	Legends	304 Winner Circle
Charles F. Schuch		309 Winner Circle
Sandie Finstad		307 Winner Circle
Amey Ford	Global	

## APPENDIX E

### PLANNED AMENITIES

## **Dog Park Hours of Operation: 6:30 AM until sunset daily**

- 1) No animals other than dogs may be brought into the fenced area.
- 2) Dogs shall have on a collar with ID and display dog license and rabies vaccination at all times while in the park.
- 3) All dogs must be leashed until safely inside and returned to a leash prior to exiting. Owners must have one leash per dog at all times.
- 4) Dog owners must remain in the fenced area while their dogs are using the dog park. Owners must be in view of their dogs with voice control at all times.
- 5) Dog owners must be age 18 or older to be allowed in dog park area unsupervised. Children accompanying dog owners must be strictly supervised by an adult and be at least 12 years old to be allowed inside. Spectators should remain outside the fenced area.
- 6) Aggressive dogs and female dogs in heat are not allowed. Owners must immediately leash and remove dogs from the dog park at the first sign of aggressive, hostile or combative behavior. Any dog found to have bitten another dog/person will lose all dog privileges.
- 7) Pick up poop. Scoop your dogs' poop and dispose of it in the containers provided.
- 8) While small, bite-sized training treats are permitted, food in bowls, long-lasting chews, or glass containers are not permitted.
- 9) Smoking and eating are not allowed inside the "dog park." Cigarette butts and food wrappers are tempting and unhealthy for dogs. Wrappers and other litter can be eaten by dogs and cause a choking or digestion hazard which can be life threatening!
- 10) Sick or injured dogs are not allowed. Owners of dogs with a known sickness/injury or displaying sick or injured behavior will be required to remove their dog immediately.
- 11) Each adult may have a maximum of 2 dogs at a time in the park.
- 12) Puppies less than four (4) months old are not permitted.
- 13) All owners are required to assist in the investigation of incidents of aggression or biting by providing appropriate identification and information to other dog owners who are involved with the incident under investigation. Failure to provide assistance and identification as requested will result in immediate revocation of all dog park privileges. Owners are liable for any injury or damage caused by their dog and are fully responsible for their dog's actions.
- 14) Owners are responsible for any injury or damage caused by your dog. Prevent injuries by supervising your dog at all times. Never leave your dog unattended. If your dog inflicts an injury, please give your name and telephone number to the other dog owner before leaving. You are at all times solely responsible for your dog's behavior and any damage your dog may cause.
- 15) Owners must fill all holes dug by their dog(s).

16) All dogs and owners use the dog park at their own risk. Neither Global Homes Inc. nor Global Manor HOA shall be liable for any property, physical, or pet damage or injury occurring within the off-leash area. In addition, by using the dog park you are accepting the responsibility for the actions of your dog(s) and yourself.

17) Strollers, bicycles, tricycles, big-wheels, wagons, roller-blades, etc. are not permitted in the dog park, except wheelchairs used by people with physical challenges.

18) Wear shoes at all times.

19) No attendant will be on duty.

20) Owners who fail to abide by rules and regulations are subject to loss of park privileges.

21) Remove choke, spike, pinch, prong, or collars that may injury other dogs BEFORE play is allowed.

22) The off-leash dog area is for dogs, their handlers and those accompanying them. No other use is allowed. These areas are designated for canine activities. It is not intended for any other purpose.

## **Basic Etiquette, Guidelines and Tips for Use of the Dog Park**

1) Keep walking or playing – this helps keep the off-leash area "neutral" territory for all.

2) Keep your dog on leash until you enter the off-leash areas, and carry a leash on you for each dog at all times while in the park.

3) Dogs shall be under your visual contact and voice control at all times; stay within close range of your dog.

4) Be aware that dogs have different play styles. Talk to your veterinarian, talk to other park users and educate yourself on dog behavior.

5) Ensure each gate closes behind you before you enter the next one.

6) Fill in any holes your dog digs or make appropriate repairs to disturbed areas.

7) Do not bring a dog with a known history of biting or fighting.

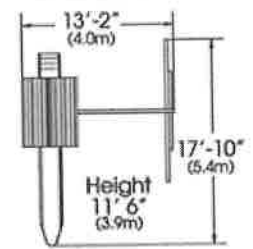
8) Leave the park in better condition and cleaner than you found it

## Dog Park to be fenced in with Community Common Area Fencing





## ADVENTURE TREE



- PLAY  
Main Pl  
• Adver  
• Wood  
• 3 Posi  
• 2 - Be  
• Trape  
• 10' Rc  
Inset Pl  
• Tarp F  
• 10' Dc





## APPENDIX F

### INCLUDED FEATURES AND OPTIONS

# Global Manor Included Features

## Energy Efficiency & Technology

- Fiberglass Front door with decorative glass accent
- Programmable Thermostat
- 30-year Dimensional Roof Shingles in Weatherwood
- High Performance Low E insulated windows
- 50 Gallon High Efficiency Water Heater
- Cable Outlets in Family Room and all bedrooms
- Tyvek Home Wrap
- Hardwired and interconnected smoke detectors
- Carbon Monoxide detectors on each floor
- PEX Plumbing system

## Attractive Interiors

- 9' ceilings on 1<sup>st</sup> floor
- Two Panel interior Craftsman doors with Satin Nickel hinges
- Satin Nickel door hardware throughout
- 1x4 door casing with 1x6 header
- 1x6 baseboard
- Window stools
- Crown Molding on first floor main living areas
- Sherwin Williams paint package in Gray or Beige walls and ceilings
- All light and plumbing fixtures in Satin Nickel
- Carpet with 6lb pad in all areas except bathrooms and kitchen
- Vinyl flooring in bathrooms and kitchen
- Wire Shelving in all closets

## **Baths**

- Master and Secondary Baths to have Cultured Marble Tops
- Comfort Height Vanity Cabinets
- Elongated toilets
- Exhaust fan
- Full Width Vanity mirror
- Elegant fiberglass insert tub/shower combo

## **Kitchen**

- Stained birch cabinets with crown molding
- Range, Microwave, Dishwasher in black or white
- 1/3 Horsepower garbage disposal
- Level 1 Granite countertops
- Dual basin and under mount stainless steel sink
- Faucet with pull out vegetable sprayer

## **Exterior Design**

- Professionally designed color packages
- Light broom finished driveway, walkway and porch
- Smooth finish foundation wall
- Whole home gutters
- Exterior light fixtures to be flat black finish
- Two Car garage
- Carriage Style garage door
- Overhead garage door opener with 2 remotes
- Hose bib
- Weatherproof exterior outlet
- Back patio

## Global Manor Options

- Windows to be cased with 1x4 sides 1x6 header
- Crown Molding Master Bedroom
- Oil Rubbed Bronze package includes door hardware, light and plumbing fixtures
- Sherwin Williams White Ceiling with Gray or Beige walls
- 12x12 Ceramic floor tile in baths and kitchen
- 3 ¼ engineered hardwood in living areas
- Granite Tops in bathrooms
- White painted kitchen cabinets
- Cabinet door knobs
- Refrigerator
- Appliance package in Stainless Steel
- Ceiling fan with light kit master bedroom and/or living room
- Painted foundation wall to match siding

## Global Manor Exterior Design Guidelines

### Exterior Walls

- All Exterior wall surface materials and colors must be approved by Global Manor Architectural Review Board (GMARB) prior to commencing
- Appropriate wall surface materials include brick, stone, approved cultured stone, vinyl siding and shake, fiber cement siding and shake
- Unacceptable exterior wall materials include aluminum siding or EIFS
- No Quoins are allowed
- Foundation systems may have a brick water table- color approved by the GMARB
- Visible foundation systems may or may not be painted. If painted, they must match siding color
- Visible foundation walls to be a smooth finish

### Porches

- Front porches may not be screened in or enclosed
- To be a light broom concrete finish

### Columns

- May be either Square full height or Square tapered painted same color as house trim
- Square tapered pier must be the same stone or brick used on the home

### Railings

- May be white vinyl or PVC with square newels and spindles
- May be black aluminum

### Walkways

- To be a light broom finish

### Front Doors

- Must be clear glass raised panel with Dentil Shelf. Paint Color to be approved by GMARB

### Garage

- May either be front entry or side entry

### Garage Doors

- Must have a carriage-style appearance with windows
- Must be a color the same as trim and be approved by GMARB

## Windows

- Vinyl Single Hung
- White, Almond, Bronze or Black
- Grid pattern to be a " 4 or 6 over One"

## Shutters

- Non operable raised panel vinyl or board-n- batten
- Paint color to be approved by the GMARB

## Decks and fencing

- Design must be approved by the GMARB

## Roofs

- To be 30 yr Architectural Shingles -Weathered Wood ,Charcoal or Black

## Gutters and Downspouts

- Full Gutters To be 5" seamless aluminum and must match the trim color of the home secured every 30"
- Downspouts to be 2"x3" and secured 8' two places 1 story. 16' three places 2 story

## Cornice and Exterior Sheathing and trim- all colors to be approved by the GMARB

- Soffits to be vinyl
- Vinyl Siding to be straight lap
- Fascia to be metal
- Outside corner trim , window/ door trim to be vinyl
- Garage door opening to be metal over 2x8's

## Driveways

- To be concrete light broom finish. No asphalt allowed

## Landscape Design

- A Landscape plan (with HVAC location shown) is required and subject to GMARB approval
- The majority of landscape planting materials should be indigenous and drought resistant as to lessen the need to excessively rely on irrigation, and to require minimal fertilization and maintenance

Prepared by:  
Bobo, Hunt, White & Burk  
111 N. Spring Street, Suite 202  
Shelbyville, TN 37160

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
OF  
GLOBAL MANOR**

**THIS DECLARATION of RESTRICTIVE and PROTECTIVE COVENANTS** (hereinafter "Restrictive Covenants") is hereby made and entered into on the \_\_\_\_ day of September, 2017, by Global Homes, Inc., a Tennessee Corporation (hereinafter "Global Homes" and/or "Developer").

**WITNESSETH:**

**WHEREAS**, Global Homes, Inc., a Tennessee Corporation, is the owner of a development in Bedford County, Tennessee known as Global Manor, a plat of which is of record in Plat Cabinet \_\_\_\_, in the Registers Office of Bedford County, Tennessee; and

**WHEREAS**, it is in the best interest of the Developer as well as to the benefit of every person or entity hereafter acquiring any of the property within said development that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of said property be established, fixed and set forth, and declared to be running with the land; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Global Manor development and for the continued maintenance and operation of such common areas as may be provided.

**NOW, THEREFORE**, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations, or other entities hereafter acquiring any of the property hereafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all herein collectively referred to as "restrictions or declarations") relating to the use and occupancy thereof, said restrictions to be construed as covenants running with the land, which shall be binding upon all parties, having or acquiring any right, title or interest in the above described properties or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party thereafter acquiring any of the within described property made subject to this declaration, by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this

declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

## **ARTICLE I**

### **DEFINITIONS**

The following words when used in this declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Global Manor Association," hereinafter called "The Association" is a non-profit unincorporated association (which may, by the Developer or the owners of a majority of the lots be subsequently incorporated as a non-profit corporation, in which case all references herein to The Association shall be considered to refer to The Association, as incorporated) or its successors or assigns. The Association shall be created prior to the first lot being sold.

B. "Common Area(s)" shall mean and refer to any property, real or personal, owned by The Association, for the prior and superior but non-exclusive use, benefit and enjoyment of the Members of The Association, subject to the provisions of this declaration. The common areas may be shown on the plat of the Global Manor Subdivision, and shall consist of signage and decorative areas at the entrances to the subdivision on \_\_\_\_\_ and the lighting for them, one (1) golf cart path, as shown on the plat, and sprinkler systems for landscaping at the entrances to the Subdivision. The Developer reserves the right to add additional common areas which shall be restricted in accordance with the covenants placed thereon at the time of dedication.

C. "Declaration" shall mean and refer to this declaration of covenants, conditions and restrictions applicable to the properties and which is recorded in the Register's Office of \_\_\_\_\_ County, Tennessee.

D. "Lot" shall mean and refer to any plot of land to be used for single family residential purposes and so designated on any subdivision plat for the Global Manor Subdivision.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any lot which is a part of Global Manor Subdivision, excluding, however those parties having such interest merely as a security interest for the performance of an obligation.

F. "Member" shall mean and refer to any person who is the owner of a lot and as such is a Member of The Association.

G. "Person" shall mean and refer to any natural person as well as a



corporation, partnership, association or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural, where the context so requires.

H. "Global Manor Subdivision," or the "Subdivision" shall mean and refer to the Global Manor Estates Subdivision owned by Developer in \_\_\_\_\_ County, Tennessee, together with such additions thereto as may from time to time be designed by Developers, whether or not such additions are contiguous with, or adjoin the boundary lines of that portion of Global Manor Estates Subdivision shown on the plat which has been recorded to date.

## **ARTICLE II**

### **PROPERTY DESCRIPTION**

A. The property which is subject to this declaration is located in \_\_\_\_\_ County, Tennessee and is shown on a plat prepared by \_\_\_\_\_, of record in Plat Cabinet \_\_\_\_\_, in the Register's Office of \_\_\_\_\_ County, Tennessee.

B. Developers hereby reserve the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this declaration to other property to be developed as a part of Global Manor Estates Subdivision, and thereby to bring such additional properties within the jurisdiction of The Association. The additions herein authorized shall be made by filing of record one or more supplementary declarations in respect to the properties then to be subject to this declaration, which shall extend the jurisdiction of The Association to such property and thereby subject additional property to assessments for their just share of The Association expenses. Each supplemental declaration may contain such complimentary additions and modifications necessary to reflect the different character of the added property, however they may not revoke or otherwise amend the provisions of this declaration as it pertains to the property subjected hereto.

## **ARTICLE III**

### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

#### **A. Membership.**

1. Every person or entity who is the Owner of record of a fee interest in any lot shall be a Member of The Association, subject to and bound by The Association's by-laws, rules and regulations. This is not intended to include persons who hold a security interest in or mortgage on any lot as collateral for the performance of an obligation. When any lot is owned of record in joint tenancy or tenancy in

common, or by some other legal entity, the Membership to such lot shall be joint and the right of Membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section B below.

2. No Membership or initiation fee shall be charged; however, Members shall be required to pay amounts necessary to carry on the business of The Association and to pay when due the charges, assessments and special assessments levied upon each Members' lot as specified in the declaration, the by-laws, or as the Members of The Association may from time to time hereafter adopt

**B. Voting and Voting Rights.**

1. The voting rights of the Membership shall be appurtenant to the ownership of a lot. The Owners of each lot shall have one (1) vote for each lot which they own. When two or more persons hold an interest in any lot, the vote for such lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a lot, and in no event shall more than one (1) vote be cast with respect to any lot. Notwithstanding the above, with respect to any lot owned by the Developer, said lot (and the owner thereof) shall be entitled to four (4) votes for each lot, for a period of ten (10) years from the date of these declarations, and one (1) vote per lot thereafter.

2. Any Member who is delinquent in the payment of any charges duly levied by The Association against a lot shall not be entitled to vote until all such charges together with such reasonable penalties as the officers or the board of directors of The Association may impose, have been paid.

3. On all matters, a majority of the votes entitled to be cast shall constitute a quorum, and a majority of the votes cast at such quorum shall carry any vote.

**ARTICLE IV**

**COMMON AREA PROPERTY RIGHTS AND DUTIES**

A. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the common areas which shall be appurtenant to and pass with the title for every lot, whether or not mentioned specifically in the deed to said lot, subject to the provisions of this declaration, and the by-laws of The Association, including but not limited to the following:

1. Subject to the provisions of this declaration, the right of

The Association to limit the use of the common area to Owners, their families and guest

2. The right of The Association to suspend the enjoyment rights of an Owner for any period during which any assessments against his lot remains unpaid, or for any infraction of The Associations published rules and regulations.

3. The right of The Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Members.

B. Every Owner shall have an interest in all the property owned by The Association as is represented by the ratio of the number of lots owned by said Member to the total number of lots in the subdivision.

C. It shall be the duty of the Association to maintain all common areas, however this duty shall only exist for the benefit of all lot Owners and is not intended to be for the benefit of third parties.

#### **ARTICLE V**

#### **MAINTENANCE ASSESSMENTS**

A. Annual Assessment. For each lot owned within the subdivision, every Owner covenants and every subsequent Owner of each such lot, by acceptance of a deed is deemed to covenant and agree to pay to The Association annual assessments or charges for the creation of a maintenance fund in amounts to be established from time to time by The Association, and special assessments as approved by the Members from time to time.

B. Purpose of Assessments. The assessments levied by The Association shall be used to provide funds for such purposes as The Association may determine or for the benefit of its Members, or to promote the health, safety and welfare of the residents of the Subdivision, or for the acquisition, improvements or maintenance of properties or facilities related to the use and enjoyment of the common areas, including but not limited to the cost to repair, replacement or additions thereto; and for the payment of taxes assessed against the common area, the procurement and maintenance of insurance or any other needs as may arise at the discretion of The Association.

C. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment of each assessment, after the due date there shall attach a continuing lien against each lot, the amount of which shall include costs, reasonable attorney's fees and interest at the rate of ten percent (10%) per

annum, simple interest, from the due date. Each assessment together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

D. Exempt Property. The assessments and liens created under this Article shall not apply to any common area, nor shall it apply to any lot which is vested in any first mortgagee subsequent to foreclosure, provided however that upon the resale of such property by such first mortgagee the assessment and lien provided herein shall again commence and accrue.

E. Special Assessments. In addition to the annual assessments authorized above, The Association may levy any special assessment approved by The Association, provide that it is approved by a two-thirds (2/3) of the votes entitled to be cast at any meeting called for such purpose.

F. Notice and Quorum for any Special Assessments. Written notice of any meeting called for the purpose of making any special assessments shall be sent to all Members not less than five (5) days nor more than sixty (60) days in advance of the meeting.

G. Date of Commencement of Annual Payments Due Dates and Certificate of Payment. Annual assessments provided for herein shall commence as to all lots on the first day of the month following the filing of the declaration. The first annual assessment shall be adjusted based on the remaining portion of the calendar year available. At least thirty (30) days before January 1st of each year, The Association shall fix the amount of the annual assessment against each lot, and, in the event they fail to do so, the assessment rate shall be the same as assessed for the prior year. Written notice of any changed assessments shall be sent to every Owner. The due dates of the payment of annual and special assessments shall be established by The Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of The Association setting forth whether the assessments on a specified lot have been paid to date.

H. Remedies of The Association. The Association, its agent or representative may bring an action at law or in equity against the Owner personally obligated to pay the assessment, or foreclose the lien against the lot to which the assessment relates in the general manner as if it were a mechanic's or materialmen's lien, pursuant to T.C.A § 66-11-101, et seq., as amended, without regard to the time limits on the filing of liens. No Owner may waive or otherwise escape liability for the assessments by the non-use of the common area or by abandonment of his lot.

I. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any deed of trust or mortgage on any lot if all such assessments with respect to such lot having a due date on or

prior to the date such mortgage is filed for record have been paid, or if they have not been paid, no lien has been filed in the Register's Office of Bedford County, Tennessee. The lien created hereby is subordinated to any mortgage filed prior to the date any lien is filed in the Register's Office pertaining to said lot. Sale or transfer of any lot shall not affect any assessment lien. The sale or transfer of any lot pursuant to a foreclosure shall extinguish any lien filed subsequent to the filing of said mortgage, as to payments which came due prior to such sale or transfer, but The Association shall have a lien upon the proceeds from foreclosure, after said mortgage.

## **ARTICLE VI**

### **ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS**

The Developer shall have the right to enforce the restrictions set forth in this Article prior to the formation of the Architectural Review Committee, which upon appointment, shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean the Developer until the Committee is appointed. The following Architectural Maintenance and Use Restrictions shall apply to every lot within the subdivision.

#### **A. Approval of Plans and Architectural Control Committee.**

1. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, swimming pool, landscaping or improvement of any nature shall be constructed or modified without obtaining the prior written approval of the Committee as to location, plans, and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of the plat, the building plans and specifications, elevation drawings for all four sides, the "footprint" location of the house on the lot, and the landscaping plans and specifications must be submitted to the Committee. The builder must also be approved by the Architectural Committee before construction begins. Developer shall be the sole arbitrator of such plans and may withhold approval for any reason in its discretion, including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with the plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove the plans and specifications, approval shall not be required. The Committee shall have the right to charge a reasonable fee for receiving and reviewing each application, in an amount not to exceed Twenty-five Dollars (\$25.00).

2. At such a time as the Developer divests itself of all lots

within the subdivision, or at such earlier time as it so desires, Developer shall appoint Members of an Architectural Committee ("The Committee") to consist of not less than three (3) Members, nor more than seven (7) Members which shall exercise authority until the end of the calendar year in which appointed. After that date, the Committee shall be selected by a majority of the votes of The Association Members, who shall serve annually, or until their successors are elected.

B. Assurance of Completion. The Committee may, in its discretion, demand a performance bond in the amount of One Thousand Dollars (\$1,000.00) on terms and conditions acceptable to the Committee which may be required before construction can commence on any lot. The bond will insure that all the conditions and requirements involving construction and landscaping shall be fully met, and that there have been no unsatisfied damages to private or public property in the process of construction.

C. Improvements, Setback and Use Restrictions.

1. **Building Materials.** No building materials may be stored on Lots longer than a period of thirty (30) days before commencement of construction. Upon gaining written permission to use adjoining lot/s for construction and storage, they shall be regraded at completion of construction and shall include the lay down of seed and straw. All dwellings or other improvements shall be completed within twelve (12) months from the commencement date, except with written permission from Developer during the period of Developer control.

2. **Swimming Pools, Therapy Pools and Spas.** Swimming pools, therapy pools and spas for the use of Owners and their guests may be constructed on Lots so long as (i) they are below ground level and of a permanent nature; (ii) the location complies with minimum setback requirements shown on the Plat; (iii) all applicable laws ordinances, rules and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the owner at his expense; (iv) such pools are completely fenced in a manner approved by the Global Manor Design Review Board (GMDRB); (v) the GMDRB has approved the design and location that shall be in the rear yard only; and (vi) construction is not commenced until after the Improvement consisting of the dwelling has been commenced.

3. **Clotheslines, lighting devices, clothes hanging devices.** Clotheslines, lighting devices, clothes hanging devices or the like shall not be permitted upon any Lot. No lights shall be permitted at eaves, and flood lights/spot lights shall not be permitted on front exteriors, Exterior flashing lights or spot/flood lights that shine on or into adjacent Lots shall not be permitted on the exterior. Lights installed on the sides and rear of any improvement must be adjusted so that the rays of any beam

or floodlight shall not interfere with neighboring Lots. Any walkway, driveway or landscape lighting shall be low intensity. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year).

4. Screening of Mechanical and Storage Areas. Excepting the initial construction period, any and all equipment, air conditioner condensers, garbage cans, woodpiles, refuge or storage piles on any Lot, whether temporary or permanent, shall be screened to conceal same from the view of neighboring Lots, roads, or Common Areas with the plans for any screening, fences and/or landscaping being approved by the GMDRB. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot.

5. Outdoor Recreation Equipment. Outdoor recreation equipment may be placed upon any Lot so long as the design and location is approved by the GMDRB prior to installation. It is understood that the GMDRB may in its sole discretion without limitation, require screening with landscaping, fences or walls. Outside recreation equipment shall include, but not be limited to, swings, slides, trampolines, playhouses and similar recreation equipment or structures. Basketball goals shall not be permitted unless they are not visible from any street within the Development and have been approved by the GMDRB.

6. Temporary Structures, Garages, Etc. No trailer, garage, basement, tent, shack, barn, shed, carport or other outbuilding shall be erected, moved onto, or used on any Lot as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Any detached garage or outbuilding must be located in the rear yard. Any driveway to such structure shall be constructed from the same material as the driveway to the attached garage on said Lot. No Lot shall contain more than one (1) detached garage or outbuilding. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited.

7. Garbage Collection. All rubbish, trash and garbage shall be removed from each Lot regularly and shall not be allowed to accumulate thereon. Containers shall be placed at curb for garbage collection for no more than a twenty-four (24) hour period surrounding the designated date and time for trash pickup as set by the provider of said service.

8. Signs.

a. The Developer shall have the right to erect reasonable and appropriate signs for its own use and the use of other parties engaged in

the construction and sale of improvements on Lots within the Development. The Developer shall have the right to remove any such unapproved sign, billboard, poster or advertising device that is placed on said Lot or Improvement thereon and in doing so shall not be subject to liability for trespass or other course of action in connection therewith or arising from such removal.

b. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Temporary signs, not exceeding maximum face area of four (4') square feet, such as "For Sale" signs designed by Developer, shall be permitted. Political signs no larger than four (4) square feet may be placed without approval up to two (2) weeks prior to election, and must be removed within 48 hours after the election. No more than two signs may Page 2 of 8 be placed on any Lot. Signs erected, exhibited, maintained or placed by or on behalf of any realtor must conform to the size and design of any corresponding signs utilized by Developer.

9. Vehicles. Vehicles may not be assembled or serviced on the property or any street unless completely hidden from public view. For purposes of this Subparagraph, "serviced" shall not be deemed to include the cleaning, washing or polishing of a vehicle or the change of oil, lubricants, anti-freeze or other fluids and air, oil or other filters used in the vehicle. No mobile home, bus, truck or an over one-ton tractor/trailer rig or house trailer may be parked or stored on property or any public street, except for vehicles and equipment necessary for and being used in the development and construction of property, together with the improvements thereto and located thereon, and the streets and roadways serving the property. All-Terrain Vehicles and other similar vehicles are not permitted to be driven within the community, Golf carts in compliance with all Tennessee Department of Transportation requirements to be "street legal" with insurance will be permitted, subject to Shelbyville Bedford County and State regulations. All drivers must be licensed and insured.

10. Vehicle Storage. No boat, trailer, tractor/trailer, inoperative automobile, camper or vehicles having a load capacity in excess of three-quarter tons shall be parked or stored in the street or forward of the front building line. Any such vehicle kept, stored or parked on the Lot shall be screened from view from streets, Common Areas and neighboring Lots, either within the garage or behind a fence enclosing the rear of the Lot. No commercial trucks, vans or trailers shall be parked on driveways or in streets for periods of time exceeding twelve (12) consecutive hours or for more than twenty-four (24) hours in any calendar week.

11. Prohibited Structures. Excepting temporary use during



construction of improvements, no house trailers, portable buildings or manufactured housing shall be permitted in the Development.

12. - Livestock, Poultry and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred or kept in or on any Lot, except that of dogs, cats, or other such household pets approved by the Association may be kept in a Residential Unit, provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept in or about any Residential Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or Property caused by any pets brought in or kept in or upon any Residential Unit or on the Common Area by any Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph, a particular animal, bird, fowl, poultry, or livestock is a nuisance and/or danger to others, therefore, to be removed from the properties. All animals must be kept on a leash when outside the boundaries of its owner's Lot. All state and local laws, regulations and ordinances governing pets and other animals must be observed by each owner.

13. Parking. All occupant vehicles should be parked in garages or driveway areas where possible. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any Common Areas at any time. No Owner shall permit any inoperable vehicle owned by such Owner, or by any person occupying his Improvement, or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than forty-eight (48) consecutive hours. No commercial vehicles are allowed to park overnight on any street within the community. Lot owners are solely responsible for making any tenants aware of the rules of the association. The implementation of the "NO PARKING" signage is due to vehicles parking on both sides of the roads that are narrow, not parking close to the curb, school buses unable to pass and or emergency vehicles i.e. fire, ambulance or patrol vehicles that need to pass during an emergency.

14. Noise. No Owner shall cause or allow any use of his Lot that result in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs with loud and frequent barking, whining, howling, exterior music systems or public-address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.

15. Burning. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gases to interfere with the use and enjoyment by the Owners of neighboring Lots. Burning leaves shall not be permitted.

16. Home Businesses. No house or other structure on any single-family dwelling Lot or other residential use Lot excepting the Developer's sales and construction office, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person on-lot sales involving non-residents subject to applicable the City of Shelbyville zoning regulations.

17. Nuisances. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighboring Lots. No noxious, offensive or illegal activity shall be carried out upon any Lot.

18. Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation, or restriction, and any provision of the Declaration, the more restrictive provision shall apply.

19. Hobbies. The pursuit of hobbies that are inherently dangerous or objectionable to adjoining Lot Owners including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, shall be conducted only in garages, and such activities must not be visible from streets, Common Areas and neighboring Lots. Activities such as the shooting of firearms, fireworks or pyrotechnic devices of any type or size and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without consent of the Board.

20. Windows and Screens. All window designs are to be approved by the GMDRB. There are to be NO screens on any windows facing a public street.

21. Window Boxes and Planters. Window boxes and planters must be approved with prior approval of the GMDRB. If approved, they shall be of a color and material complimentary to the dwelling exterior and shall be maintained in a neat and attractive condition. Dead, diseased or dying plant material and weeds shall promptly be removed from window boxes and planters.

22. Fences. No fences of any kind shall be erected without prior approval of the GMDRB. An Application for Fence, Structure or Architectural Change shall be completed and submitted to the GMDRB

for review and approval prior to commencing construction.

23. **Statue and Yard Ornaments.** GMDRB approval is not required for the rear yard installation of any birdbath or statue, including any pedestal stands that are no more than three (3') feet tall, is no more than twenty-four (24") inches in diameter, and is an unpainted, neutral color (e.g., gray, beige or natural concrete color). No more than two (2) statuary twelve inches (12") in height or less may be placed in the front or side landscape beds. All other statues or yard ornamentation shall be permitted only with prior GMDRB approval.

24. **Flag Poles.** Flag poles are not allowed to be erected on any lot within the community, except that small removable flag poles attached to rails or columns are permitted.

25. **Vacant Lot Maintenance Requirements.** Lots should be mowed when grass height reaches ten (10) inches. Lot owners must also keep the street, alley and curbs in front and back of their lots clear of weeds and trim around all utilities to keep lots in a neat and attractive manor. In the event any owner fails to maintain the condition of his lot, the Developer may deem, at its discretion, to perform the maintenance as a remedy for noncompliance and the owner shall be liable for the expenses incurred, including but not limited to fines and attorneys' fees.

26. **Home Lawncare Requirements.** Global Homes Inc. would like to emphasize there is a great deal of value placed on the overall appearance of the Global Manor community, particularly when it comes to lawn maintenance. Each owner is responsible to maintain their homes landscaping at or above the standard for the Association. The Common Areas of Global Manor will be professionally maintained by our landscape contractor. Adhering to the quality of the lawn care they provide will bring a consistent landscaped appeal to the community. If you do not have the time it takes to do the lawn maintenance yourself, you may want to consider a lawn care company to do what is required to keep your yard in top condition. Maintenance includes: • Keep all landscape beds clear of weeds • Edge sidewalks, driveway, curbs, and landscape beds • Prevent weeds in lawn • Trim all shrubs as needed • Remove dead landscaping and replace at appropriate season • Mulch landscape beds (minimum of once per year) • Cut lawn as needed during growing season (to keep below eight (8) inches) • Do not leave grass clippings in street, sidewalk, driveway, or in clumps on lawn All work completed must be done as to maintain a neat and attractive appearance. Global Homes Inc. may, at its discretion, perform the maintenance as a remedy for noncompliance and the owner shall be liable for the expenses incurred. Dead trees located on the homeowner lot shall be removed immediately and replaced at the expense of the homeowner with the same species and caliber.

27. Grills. Grills are not permitted to be stored on the front porch of any home within the community.

28. Personal Belongings/Toys. Articles of personal property belonging to any Owner or Occupant, such as, but not limited to, bicycles, electric cars, wagons, toys, furniture, clothing and other articles shall only be stored or kept in the home and generally should not be left in view of common elements, street, alleys or neighboring lots.

29. Front Porches. Only appropriate patio and porch furniture will be allowed on front porches. No dinette sets, grills, coolers/ice chest, couches, love seats, and other such items are permitted.

30. Construction or Demolition Work Hours. The carrying on of any construction or demolition work is prohibited at any time on Sundays, or at any time other than between the hours of 7:00 A.M. and 6:00 P.M. prevailing time, on any other days. The provisions of this section shall not apply to interior or exterior repairs or interior alterations when the work is actually performed by a homeowner or occupant provided the work is done without creating any noise disturbance across a residential real property boundary.

31. Moving Procedures. Moving trucks are permitted at residences but shall not block the flow of traffic. PODS and other portable storage devices are permitted for a maximum of seven (7) days at any residence, subject to not being placed on the front street or front lawn.

32. Design Guidelines. The Global Manor Design Guidelines hereby become part of the Rules and Regulations

D. Residential Use.

1. The lots shall be used for residential purposes only.

2. The residential structure on any lot shall be designed, constructed, and modified for no more than one (1) family, and only one (1) home is to be erected or constructed on any lot. Duplex residences, garage or basement apartments, or group homes are prohibited.

3. No building situated on any lot may be rented or leased separate from the rental or lease of the entire lot, and no part of any building shall be used for the purpose of renting rooms as a boarding house or other transient accommodation.

E. No Nuisance. Each Owner shall refrain from any act or use of his lot which reasonably causes embarrassment, discomfort, annoyance or nuisance to the neighborhood or any neighbors. No noxious, offensive, or illegal activity shall be carried on upon any lot. No noise may be created that would reasonably disturb the peace and quiet of the occupants of surrounding property. All lots shall be kept free from any unsightly deposit of trash, rubbish or other debris.

## **ARTICLE VII**

### **EASEMENTS**

A. General. Each lot now or hereafter subjected to this declaration shall be subject to all the easements shown on the recorded plat upon which lot is shown. No structure of any type shall be erected or placed upon any part of a lot or common area which will interfere with the right or use of any easement shown on the recorded plat. Specifically, a ten (10) foot easement on the front of all lots and a five (5) foot easement on the side and rear lot lines of all lots are reserved for drainage and the construction, installation and maintenance of public utilities and drainage facilities. However, when all of one lot is combined with an adjoining lot or partial lot, the easement reservation provided herein and in the plat shall be deemed modified so as to cause them to exist on the interior side lot lines of the newly formed lot rather than on the interior side lot lines that existed prior to the combination of lots.

B. The granting of the easement or right-of-way access reserved in this Article shall not prevent the use of the area by the Owner for any permitted purposes, except for building or obstructions which may prevent or impair proper drainage flow.

C. The purpose of the easements reserved pursuant to this Article shall be to provide, install, maintain, construct, and operate utility service lines to or from each of the individual subdivision lots or through the subdivision for adjacent properties and for drainage facilities. The Developer or the Association may likewise reserve and grant easements for the installation or maintenance of sewage, utility or drainage facilities in, across, or under the common areas.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

A. Duration. The restrictions shall be construed to be covenants running with the land and shall be binding and effective in perpetuity.

B. Amendment. These declarations may be amended at any time, and

from time to time, by an agreement signed by at least fifty-one percent (51%) of the lots subject hereto, however, the declarations cannot be modified over the objection of the Developer, so long as the Developer owns twenty percent (20%) or more of the lots in the Subdivision. Any such amendments shall not become effective until the instrument evidencing such change has been filed with the Register's Office of Bedford County, Tennessee. The Owner of each lot shall have one (1) vote for each lot they own. When two (2) or more persons hold an interest in any lot, the vote for such lot shall be exercised by one (1) of such persons as proxy and nominee for all persons holding an interest in a lot.

C. Enforcement. If any person shall violate, or attempt to violate any of these restrictions it shall be lawful for the Association, the Committee, or any other person owning any lot within the subdivision to bring an action against the violating party at law or in equity for any claim which these restrictions may create or to recover damages for violation. Any failure by the Developer or any property Owner to enforce any of said covenants and restrictions or other provisions, shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability. Invalidation of any one or more of these restrictions by judgment, court order or otherwise shall not affect any of the other provisions, not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

E. Delegation and Assignability. The Developer shall at all times, and from time to time, have the right to assign or delegate any and all functions or rights herein reserved to Developer. Further, the Developer shall have the right at any time to fully transfer, convey and assign all or any part of its right, title and interest in and to common properties, provided that any transferee shall take such rights, subject to all obligations and rights of the Developer herein contained.

F. Headings. Headings are inserted only for convenience and are in no way to be construed as defining, limiting or extending particular paragraphs to which they refer.

G. Binding Effect. The covenants, agreements, and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by and through and under the Developer.

H. Waiver of Covenants. In the event of a violation or requested waiver or variance of any of the foregoing restrictions with respect to any lot, the Developer or its successors reserve the right to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot. This right shall be granted only in the sole discretion of Developer, and when the Developer shall cease to own any of the lots in the Subdivision, then The Association.

**IN WITNESS WHEREOF**, the parties have caused this Declaration of Restrictive Covenants to be duly signed this \_\_\_\_ day of September, 2017.

GLOBAL HOMES INC., a Tennessee Corporation

By: \_\_\_\_\_  
John Stefanski  
Its: President

STATE OF TENNESSEE

COUNTY OF BEDFORD

Personally appeared before the undersigned Notary Public in and for said State and County, the within named JOHN STEFANSKI with whom I am personally acquainted, and who upon oath acknowledged that he is the President of GLOBAL HOMES, INC., the within named bargainor, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office in Shelbyville, Tennessee, this \_\_\_\_ day of September, 2017.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

